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CURRENT TOPICS.

FROM THE fact that, in the debate in the House of Commons on the 26th ult. on the vote of £33,246 for the Land Registry, the Attorney-General stated that he had not the information, asked for on several hands, as to how the experiment of compulsory registration of title had succeeded in London, as well as from the tone of his remarks, it may be surmised that the Land Registry has no encouraging statistics to present. That office has never shewn itself reluctant to give the widest publicity to anything which may tell in its favour. We shall await with interest the full information which the Attorney-General promised to give to the House on the report stage.

AN ILLUSTRATION of one of the manifold blessings which may result from compulsory registration of title is afforded, as several correspondents this week point out, by the news, furnished by the Canadian correspondent of the *Times*, that "the destruction of the Registry Office in Hull, near Ottawa, Canada, involves, owing to a defective vault, the loss of all the records of land titles. After the devastated area has been resurveyed, an Act of the Quebec Legislature will be necessary to re-establish the titles." Suppose that a similar accident should happen to the Lincoln's-inn-fields establishment, how mightily grateful the registered proprietors are likely to feel to the promoters of the scheme!

IT IS, at least semi-officially, announced that provision is shortly to be made for the much-needed additional accommodation in connection with the Royal Courts of Justice by the erection of three or four new courts on the ground to the westward of the present building. The convenience of this new accommodation will very largely depend upon the use to which these courts will be put, and it is much to be hoped that the opportunity will be taken of transferring to them the work of the Probate, Divorce, and Admiralty Division. This is special work, carried on almost entirely by a special body of practitioners and officials, who would not be in any real degree inconvenienced by being separated by a short distance from the principal building; and the two courts thus set free could, with great convenience, be allotted to the Chancery Division, company work, and the hearing of patent actions, which, with the present provision made for the Chancery work, would all be thus happily grouped together. There would also be a marked advantage from the removal of the seafaring men and the divorce action witnesses who at present so constantly block the traffic along the western court corridor of the present building.

IT IS SATISFACTORY that the Court of Appeal in *Re W. H. Gladstone* (*Times*, 3rd inst.) have had the opportunity of overruling the recent decision of KEKEWICH, J., in *Re Newell and Nevill's Contract* (48 W. R. 181; 1900, 1 Ch. 90). The reasons against that decision have been so fully stated in these columns (*ante*, pp. 290, 404) that it is unnecessary to enter upon the matter at any length. Under section 6 of the Settled Land Act, 1882, a tenant for life is empowered to "lease the settled land, or any part thereof" as in the section mentioned, and it was held by KEKEWICH, J., that the words "any part thereof" contemplated only a part of the land separated by vertical division from the adjacent land, and that, consequently, a building lease of the surface with a reservation of mines and

minerals was not effectual under the statute. This construction was based partly upon the language of section 17, which expressly authorizes separate dealings with the surface and minerals in the case of "a sale, exchange, partition, or mining lease," but not in the case of a building or occupation lease. It is possible, however, to explain this omission without upsetting conveyancing practice so far as to say that a power to grant such leases cannot be exercised by granting a lease of the surface only, and the Court of Appeal have felt no difficulty in resisting the suggested effect of section 17. Section 6 gives full power to grant both building and occupation leases, and also mining leases, and there is no reason why the grant of leases of the former kinds should be treated as excluding the possibility of a subsequent lease of the minerals. Since leases with reservations of minerals have been constantly granted in reliance upon the statutory power, the present decision avoids the disastrous results which threatened to follow from *Re Newell and Nevill's Contract*.

THE FINDING of the jury in *Vizetelly* v. *Mudie's Select Library* (*Limited*) made it difficult for the Court of Appeal to grant a new trial; but, in the interest of the large class of persons who are engaged in the dissemination of literature it is desirable that the law of libel should be placed upon a more intelligible basis. The existing rule that everyone who publishes a libel is liable to pay damages to the person aggrieved, is fair enough in its application to those who are originally responsible for bringing the libel before the public—in its application, that is, to the author and the publisher, using the latter term in its ordinary sense. But for legal purposes publication has a much wider signification, and after a libellous book has left the publisher's hands there is no limit to the number of persons who may find themselves entangled in litigation by reason of dealing with it. In *Emmens* v. *Pottle* (16 Q. B. D. 354) the Court of Appeal (Lord ESHER, M.R., COTTON and BOWEN, L.JJ.) saw the absurdity of the rule as applied to the vendor of a newspaper, and they got over the difficulty by holding that he was an "innocent disseminator" of the paper. The jury had found (1) that the vendor did not know of the libel, (2) that his ignorance was not due to negligence, and (3) that the character of the paper was not such as to arouse suspicion; and upon these findings it was thought possible to hold that he had not published the libel. How the knowledge of the newsvendor affects the mere fact of publication it is not easy to say, and on the present occasion the Court of Appeal (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) have intimated doubt as to the correctness of their predecessors' logic. However, in *Vizetelly* v. *Mudie's Select Library* there was the important difference that the jury had given no finding rebutting negligence on the part of the defendants, and the difference was made the ground for not following *Emmens* v. *Pottle*. Whether the jury were justified in declining to absolve Mudie's Library from negligence it is not now worth while to inquire, but it is permissible to hope that the Legislature may before long have an opportunity of considering the general question. The practical inconvenience of the existing law has been felt by the managers of public libraries, and a special clause exempting them from the ordinary consequences of the law of libel has been inserted in the Public Libraries Bill, which has this session passed the House of Lords. The necessity of the clause in that Bill suggests that the doctrine of the "innocent disseminator" should receive legislative recognition in other directions as well.

A CORRESPONDENT who points out that it is customary not to allow a wife to attest her husband's execution of a deed, inquires whether there is any warrant for this at the present time. The current doubt as to the competency of the wife appears to be a relic of the old rule which precluded a wife from giving evidence for or against her husband in proceedings to which he was a party. "Husband and wife," it is said, "are considered as one and the same person in law, and to have the same affections and interest; from whence it has been established as a general rule that the husband cannot be a witness for or against the wife, nor the wife be a witness for or against the husband, by reason of the implacable dissension which might be caused by it, and the great danger of perjury from taking the oaths of persons under so great a bias and the extreme hardship of the case" (Bac. Abr. tit. "Evidence" (A) (1)). It was a singularity of the old law that, in its anxiety to prevent perjury, it frequently frustrated justice by shutting out the only available testimony. In recent times we have gone upon a different principle, and the sources of admissible testimony have been greatly increased without, it is believed, in the result increasing perjury. The Evidence Act, 1851 (14 & 15 Vict. c. 99), which made the parties to civil proceedings competent witnesses, was held not to alter the rule as to husband and wife (*Stapleton* v *Croft*, 21 L. J. Q. B. 247), but the omission was cured by the Evidence Amendment Act, 1853 (16 & 17 Vict. c. 83), which expressly made the husbands and wives of the parties to civil proceedings competent and compellable to give evidence. Since this latter statute there has apparently been no reason why the wife of a person executing a deed should not be an attesting witness except in cases where by any chance the deed may lead to the institution of criminal proceedings. Upon this ground it has been suggested that the execution of a bill of sale should not be attested by the husband or wife of the grantor (Weir on Bills of Sale, p. 310), though at the present time such a witness would be competent, but not compellable, to prove the execution. Where, however, there is no possibility of criminal proceedings, the wife seems perfectly competent to attest her husband's deed.

THE SUBSTANCE of the Registration of Firms Bill, which has been read a second time this week in the House of Commons and referred to a Select Committee, is contained in clauses 4 and 5. Clause 4 provides as follows: "From and after the commencement of this Act—(*a*) every firm carrying on business or having any place of business in the United Kingdom under a trade-name which does not consist of the full or the usual names of all the partners or all the acting partners without any addition; (*b*) every person carrying on business or having any place of business in the United Kingdom under any trade-name consisting of or containing any name or addition other than the full or the usual name of that person, shall register in the manner directed by this Act the name under which their or his business is or is intended to be carried on." "Usual name" is defined to include "a signature habitually used for business purposes." Under clause 5 the particulars to be registered include the trade-name, the general nature of the business, the place or places of the business, and the "full name, usual residence, and other occupation (if any) of the person or persons carrying on or intending to carry on the business." Changes in the firm are to be registered within one month (clause 9). For default in registration a penalty of £1 a day is suggested (clause 11); and in the event of an action being commenced by an unregistered firm the court may order the proper statement to be sent to the registrar, and may stay proceedings until the order has been complied with (clause 12). The register is to be open to public inspection, and certificates of registration may be obtained (clause 17). It is satisfactory that the House of Commons, although assenting to the principle of the measure, has not allowed it to go forward without inquiry before a Select Committee. Ostensibly the Bill is intended to check fraud, but the exact evils which its authors propose to meet have not at present been sufficiently stated. In the course of the debate reference was made to the aliases of moneylenders; but in that case there is a recognized abuse of trading facilities which is receiving the attention of Parliament in a separate Bill. We are not aware that any special inconveniences have resulted from the practice of trading under firm names, and as the proposed procedure will involve both trouble and interference with existing practice, it ought not to be accepted without a clear case being made in its favour. The Bill will have to be considered also in relation to its effect on the law of partnership. At present the existence of a partnership depends upon tests which it is often very difficult to apply; but it would seem that the result is on the whole in favour of creditors. Persons become liable as partners without ostensibly assuming that position. The proposed measure will not improbably make it more difficult for traders to procure financial assistance.

WHERE a patentee grants a licence under his patent to use and sell the invention in consideration of a sum of money or a minimum royalty, is the licence liable to *ad valorem* stamp duty or only to a deed stamp of 10s? The editor of Bythewood and Jarman's Precedents (4th ed., p. 812) seems to be of opinion that a 10s. stamp is sufficient, but it is believed the Inland Revenue authorities have always claimed the higher duty: see Alpe (7th ed.), p. 119; also 2 Key and Elphinstone's Precedents (6th ed.), p. 393. The question would seem to resolve itself into two—namely, first, is a licence "a conveyance on sale" within the meaning of the Stamp Act, 1891, s. 54; and secondly, is the right to use and sell an invention protected by a patent "property" within the meaning of the same section? The section is as follows: "For the purposes of this Act the expression 'conveyance on sale' includes every instrument, and every decree or order of any court or of any commissioners, whereby any property or any estate or interest in any property upon the sale thereof is transferred to or vested in a purchaser or any other person on his behalf or by his direction." It seems fairly clear that the first question must be answered in the affirmative, and the answer to the second question depends on whether a licence to use and sell an invention protected by a patent is a licence coupled with an interest or not. If it is a licence coupled with an interest, it would clearly seem to be "property," but if not, it would equally clearly seem not to be "property," and therefore not liable to *ad valorem* stamp duty. In *Guyot* v. *Thomson* (1894, 3 Ch. 388, at p. 397), LINDLEY, L.J., doubted whether a licence under a patent is a licence coupled with an interest, but the case before him was not on the Stamp Act. In *Limmer Asphalte Paving Co. (Limited)* v. *Commissioners of Inland Revenue* (L. R. 7 Ex. 211) there was clearly no grant coupled with the licence, and in *Heap* v. *Hartley* (42 Ch. D. 461) the licence was "to use" only, and therefore did not amount to a grant. The point, however, seems to have been decided in favour of the Inland Revenue authorities in *Smelting Co. of Australia* v. *Commissioners of Inland Revenue* (1896, 2 Q. B. 179; affirmed 1897, 1 Q. B. 175). In that case there was an agreement to sell a share of a colonial patent, as well as the benefit of a licence thereunder, and the court seems to have decided the two following points: First, that the share of the patent and the licence were *respectively* "property"; and secondly, that although the patent was a colonial patent, yet it did not come within the exception contained in section 59, sub-section 1, of the Stamp Act, 1891, as being "locally situated out of the United Kingdom." It may be regretted, perhaps, that the first point was not more emphasized in the judgments as regards the licence alone, as the inclusion of a share of the patent at first sight seems to be material to the decision.

THE INFANTS' Life Protection Act, 1897, was passed in order to put a stop to the many horrible abuses connected with what is known as "baby-farming." A case, however, which came before the magistrate at the West London police-court reveals a serious defect in the Act. The Act is concerned with two classes of persons—first, those receiving for hire more than one infant under five years of age; second, those receiving for hire one infant only, if under two years of age, on consideration of a total sum not exceeding twenty pounds, without any agreement for further payment. Persons of each class are required to give notice to the local authority within forty-eight hours of the receiving; such notice to contain various particulars which will enable the authority to keep the infant in sight and see that it is properly treated. Now, as against persons of the first class, the Act makes adequate provision for enforcing its requirements, and neglect to give the proper notices may be visited with a sentence of six months' imprisonment for "an offence under this Act." With regard, however, to persons of the second class, neglect to give the required notice is not an "offence"; and the only consequence is that the person disobeying the law "shall be liable to forfeit the amount of any sum received by him in respect of such infant," and the court may order the money to be applied for the benefit of the infant as the court shall see fit. It is clear, therefore, that as the failure to give the prescribed notice is not an offence, an order of a court of summary jurisdiction that the amount be forfeited creates merely a civil debt. Hence the order cannot be enforced by imprisonment, in default of distress or otherwise, and the only course on non-payment of the amount is to take proceedings under the Debtors Act, 1869, when proof of means would have to be given before the debtor could be sent to prison. Further, the order of forfeiture can only be obtained by means of a summons; and the proceeding being one to recover a civil debt, no warrant can issue to apprehend the defendant for failing to appear in answer to the summons. This state of things makes the provisions of the Act with regard to one infant almost futile. The case that is likely to happen is somewhat like this. The mother of an illegitimate child hands the child over to a person with a sum of £5, the person agreeing for that sum to bring up the child, and that the mother shall hear no more of it. Soon afterwards the child has disappeared, and the person receiving the child refuses to give any account of its whereabouts. It may have been abandoned in some distant place, it may have been murdered. Anyhow the police are almost powerless, if they can discover no evidence of criminal conduct. Obviously the Act has few terrors for a person who receives infants under such conditions; and having got rid of one infant, he is ready to receive another without running any risk of punishment for disobeying the law. A person of this sort is probably more dangerous than one who receives a number of children, and it is unlikely that anyone will disagree with the opinion of the magistrate that an amendment of the Act is urgently required.

AN IMPORTANT extension of the principle of the Ancient Monuments Protection Act, 1882, is proposed by the Ancient Monuments Protection Bill, which has passed the House of Commons, and is now awaiting the consideration of the House of Lords. That Act empowered the owner of any ancient monuments specified in the schedule, or other monuments of a like character, to constitute the Commissioners of Works guardians of the monument, and thereupon certain powers for the preservation and protection of the monument vested in the commissioners. Moreover, power was given to the commissioners to purchase, with the consent of the Treasury, out of moneys provided by Parliament, any ancient monument to which the Act applied. The Act, however, applied only to ancient British or similar remains, and when, in 1892, a further step was taken, this was done in the interest of Ireland only. Thus, by the Ancient Monuments Protection (Ireland) Act, 1892, the Act of 1882 was extended to cases where the Commissioners of Works were "of opinion that the preservation of any ancient or mediæval structure, erection, or monument, or of any remains thereof" was "a matter of public interest by reason of the historic, traditional, or artistic interest attaching thereto," and the commissioners were empowered to accept the guardianship of such monument, &c. The present Bill proposes to enact, by clause 1, that the above provision of the Act of 1892 shall apply to Great Britain as well as to Ireland, and it confers upon the county councils powers similar to those which have been hitherto possessed by the Commissioners of Works, and apparently confers upon the council power to purchase ancient monuments out of public funds. Thus by clause 2 the "council of an administrative county, if they think fit, may purchase by agreement any monument situate in such county or in any adjacent county, and may, at the request of the owner, consent to become the guardians of any such monument, and may undertake or contribute towards the cost of preserving, maintaining, and managing any such monument, whether they have purchased the same or become the guardians thereof or not." Clause 3 enables the Commissioners or county council to receive voluntary contributions towards the cost of maintenance and preservation of any monument of which they may become the guardians or purchasers; and clause 4 introduces in favour of monuments exemptions from rates, taxes, and duties. Monument is defined to mean "any structure, erection, or monument of historic or architectural interest, or any remains thereof." The Bill is thus extensive enough to secure the adequate preservation of objects of interest if the owners and either the Commissioners of Works or the county

council are willing to co-operate to this end, and if, moreover, voluntary contributions are forthcoming when necessary.

In the case of *The London Road Car Co.* v. *Harrison & Co*, last week Bruce, J., had to decide a case of some hardship, arising out of a mistaken exercise of the powers conferred by the Injured Animals Act, 1894. The object of that Act is to provide for the slaughter without the owner's consent of horses and certain other animals in cases of injury so serious as to make it cruel to keep them alive. This is, of course, an interference—albeit for an excellent purpose—with private property, and it is necessary that due caution should be exercised before the Act is put into execution in any particular case, and that the statutory requirements should be strictly carried out. These are, in brief, as follows: a constable must find the animal "so severely injured that it cannot without cruelty be led away"; the owner must be absent or refuse to consent to the destruction of the animal; the constable must obtain the certificate of a veterinary surgeon "that the animal is mortally injured, or so severely that it is cruel to keep it alive." In the case in question a constable saw one of the plaintiffs' omnibus horses fall, and it appeared to be in great pain and unable to rise. He summoned a veterinary surgeon, who certified that it was suffering from azoturia (paralysis), and that he considered it to be cruel to keep it alive. The constable thereupon caused it to be slaughtered by the defendants. The action was brought to recover damages for its slaughter. The learned judge held that the certificate did not protect the defendants from liability. It did not state that the horse was "injured," and the Act, in the learned judge's opinion, does not apply to animals suffering from disease, but relates solely to injury from some external cause, and a horse which falls down from disease is not "injured" within the meaning of the Act. The plaintiffs, therefore, recovered damages of an agreed amount.

From the reply of the Attorney-General to a question asked in the House of Commons last week, during the debate on Supply, as to the intentions of the Government regarding our circuit system, we learn that county court procedure has had careful consideration by the Lord Chancellor and judges. Whether these deliberations are of recent date and herald coming reforms we are unable to state. Certainly the present moment, when public interest is more or less absorbed by war and its preparations, does not seem to be at all propitious for attempting any reorganization of the county courts by Act of Parliament, and, without one, very little can, we fear, be done to render those courts more efficient than they are at present. Repeated alterations of the existing county court rules are, on the other hand, to be deprecated, in the interest of practitioners, and especially of suitors conducting their own cases. This observation, however, does not of course apply to amendments or additions framed to remove or mitigate defects in procedure disclosed from time to time in the working of the existing rules. Hardly a year passes indeed without some new rules of procedure being framed, and, save by those who have access to the County Court Practices published year by year, it is to be feared that such rules are ignored until the penalty has to be paid of failure to observe them. In the present congested state of county court business, in many districts, owing in no small measure, it is believed, to the number of cases arising under the Workmen's Compensation Act, it would not, we submit, be desirable, or conducive to the public interest, to withdraw any county court judges from their regular work in order to utilize them as Commissioners of Assize.

Mr. Justice Wills had a carriage accident at Sevenoaks on Saturday last, but has recovered from the severe shaking he sustained. It is hoped that the learned judge may return to the bench at or before the Trinity sittings.

On the 1st inst., in the House of Lords, the County Courts (Investment of Deposits) Bill was read a second time, the Lord Chancellor stating that its object was to remove the restrictions in the way of the investment in the Post Office Savings Bank of moneys temporarily deposited in the county court.

THE RECENT SCANDALS.

There has arisen one of the periodic clamours against solicitors, and it must be admitted that recent events afford ground for some anxiety and humiliation. There have, as we all know, been failures of solicitors, not numerous, but in some cases for enormous amounts, and involving grave charges of dishonesty. The proportion of the black sheep to the rest of the flock is minute, but the black sheep have recently been uncommonly black. Matters have not been mended by the course taken (no doubt with the best intentions) by a leading firm of solicitors of issuing a circular to their clients stating in detail the precautions taken by them to secure their clients' money. There are doubtless hundreds of other solicitors who have adopted for years many, or most, of the precautions mentioned in this circular, but the effect of the issue of the circular on the public mind may be to suggest that there is something exceptional and unusual in solicitors taking measures to keep their clients' money safe.

Under these circumstances, the least that can be done is to institute an inquiry as to the best means of protecting the profession and the public against malpractice, and we rejoice that a resolution was passed at the recent meeting of the Incorporated Law Society appointing a committee to conduct such an inquiry; the President, with great tact, leaving the nomination of the first members of the committee in the hands of the mover of the resolution. But the committee would have been just as impartially constituted if it had been wholly appointed by the Council. The allegation made in this week's issue of *Truth* that distrust is felt both by the profession and by the public of the Council of the Incorporated Law Society, because, forsooth, it is supposed that they desire to "hush up" certain matters, is ridiculous. The Council very naturally do not care to talk about events which have caused them the most grievous annoyance and distress, but they know well enough that there is no possibility of "hushing up" the matters referred to when they have been for weeks the talk of the profession; and they have not, so far as we are aware, the slightest idea of "bolstering up" (to use the elegant language of the *Truth* article) the firm concerned. We think that the writer of the article must have been misinformed, and that the "bolstering up" he alleges is in reality the sacrifices made by connections to preserve the credit of the firm.

Returning, however, to the object for which the committee has been appointed, we imagine that they will find it easy to state the reason for the recent failures, but difficult to suggest a practical and adequate remedy. The cause of the recent disasters, as we pointed out towards the end of last year, is that solicitors nowadays are tempted to step out of their proper work, and to wander into the hazardous paths of the financier; and we took occasion then to draw pointed attention to the heavy responsibility which a solicitor, whose proper business depends on the trust of his clients, incurs if he enters on transactions apart from such proper business and involving financial risk. The only effectual remedy would be legislation making speculation by a solicitor professional misconduct punishable by suspension or striking off the roll; but we are afraid that this is not practicable. How could the legislation be limited so as not to apply to ordinary investments of the solicitor's own money; or how could the offence be proved prior to the failure of the solicitor, when the penalty would be useless to defrauded clients and of no great moment to the solicitor?

There is this, however, to be said, that if such legislation took place, there would be thereby morally established a rule of conduct which would be likely to be followed by all the respectable members of the profession. There ought, at all events, we submit, to be a strong pronouncement by the Council of the Incorporated Law Society that it is the duty of solicitors to keep to their legitimate business, and to refrain from speculation, financing, and other practices which furnish an alluring prospect of gain, but are likely ultimately to lead to the bankruptcy court.

There are the usual rumours afloat of the retirement of the Master of the Rolls, and the succession to that post of Sir Richard Webster; but we believe that nothing authentic is known on the subject.

TRESPASS ON HIGHWAYS.

An owner of land crossed by a highway, and of the soil of the highway, used part of the land for training horses. A racing tout walked to and fro on the highway observing the horses exercise, and published notes of his observations. The landowner sued the tout for trespass to the highway: *Hickman* v. *Maisey* (48 W. R. 385). The jury were directed by Mr. Justice Day that if the defendant had frequented the highway, not for the purpose of passing and repassing along it as an ordinary wayfarer, but for the purpose of carrying on his business there by watching racehorses, it was a trespass; but that if the defendant had only used the highway for the purpose for which it was dedicated to the public—that is, as a wayfarer, to pass and repass along it—it was not a trespass. The jury found that the defendant did not use the highway as an ordinary wayfarer, and judgment was entered for the plaintiff.

This direction to the jury was affirmed on appeal by A. L. Smith, Collins, and Romer, L.JJ. Lords Justices Smith and Romer held that it was a trespass to use the highway (the plaintiff's freehold) for the purpose of interfering with the lawful user by the plaintiff of his adjoining land. Lord Justice Collins said that the public's right of user is to pass and repass, with legitimate and reasonable extensions; as an example of which Lord Justice Smith instanced sketching on the side of the road. "Then," said Lord Justice Collins, "if we find a person using the highway outside the purpose for which it was dedicated to the public, that throws us back on the intent with which he entered," referring to the *Six Carpenters' case*. Both Lords Justices Smith and Romer held the case before them to be covered by *Harrison* v. *Duke of Rutland* (41 W. R. 322; 1893, 1 Q. B. 142).

In *Harrison* v. *Duke of Rutland* the trespass consisted in being on the highway for the purpose of preventing the owner from lawfully using it and his adjoining land for sporting. Lord Justice Kay in his judgment reviews many of the cases. The language of Crompton, J., in *Reg.* v. *Pratt* (4 E. & B. 860) is: "If a man use the land over which there is a right of way for any purpose, lawful or unlawful, other than that of passing and repassing he is a trespasser." This, said Kay, L.J., must be read with the obvious qualification that the trespass referred to must be a purpose of using the soil of the highway itself otherwise than by merely passing and repassing. He meant, we take it, that the ulterior reason for which the man wants to get over the ground is immaterial. That he is travelling in order to commit a burglary does not make him a trespasser. But that he is on the highway to use it as a resting place, or a gazing place (lawful things in themselves), or for depasturing cattle (unlawful as against the owner of the soil), would make him a trespasser.

It is easy to appreciate such law if the highway is used for some collateral purpose which interferes with the owner's rights or property on or over the way itself, as in *Harrison* v. *Duke of Rutland*, beyond the extent to which passing and repassing would interfere with them. The duke, in the case referred to, was sporting and driving his game across his own freehold of the highway, and the trespasser went on the road solely to prevent this being done. When, however, there is no such interference, curious refinements arise. In the case of the racing tout, the owner's property in the highway was not disturbed; the soil or growth of the road was not injured; the owner's use and enjoyment of his freehold was not interfered with. The offence was the bare one of using the way for gazing or observation; as if a man were on the road for the purpose of loitering or lying down, or of standing to observe stars, or listen to a nightingale, or look at a waterfall. It is true that Romer, L.J., says that the tout came on the highway for the purpose of interfering with the lawful user by the landowner of his own land, and the other Lords Justices seem to mean the same thing. But, with unfeigned respect, we fail to see in what way the landowner's use of his land was interfered with. Assuming Mr. Justice Crompton's *dictum* to be sound, the law appears to be that any use of a highway beyond passing and repassing, and what is incidental to passing and repassing, is unauthorized and a trespass. A right of footway may, as has been held, justify a nursemaid wheeling a perambulator along a footpath, as an ordinary appendage to nurses out walking. So a man passing on a highway may pause, or rest, or look about him, incidentally to the main pursuit of journeying. But he could not justify going on the road for the purpose of resting, gazing, or the like. As Lord Esher (quoted by Collins, L.J.) said in *Harrison* v. *Duke of Rutland*: "Things are done upon highways by everybody which are recognized as being rightly done, and as constituting a reasonable and usual mode of using a highway as such. If a person on a highway does not transgress such reasonable and usual mode of using it, I do not think he will be a trespasser. But if he goes on the highway, not for the purpose of using it as a highway, but for some other purpose, lawful or unlawful, he is committing a trespass against the owner of the soil."

If there is a highway adjoining a racecourse, or a football field, or a nurseryman's flower garden, and people go there to view the races, or the match, or the flowers, from the road, and stand on the road for that purpose, they are trespassers. Supposing the owner of the soil of the road to own also the racecourse, football field, or garden, and that a profit by gate-money or charge for admission to view is made on the racecourse, or field, or grounds, the case would be hard to distinguish from *Hickman* v. *Maisey*.

Practically, where the element of nuisance, annoyance, or damage is wanting, the law of trespass with regard to highways seldom comes into question. It is indeed quite possible that the system of watching pursued by a tout may be an annoyance in the nature of a nuisance. If pursued by a number of persons it might amount to an actionable nuisance. Where this element of nuisance is absent, we confess to doubting the soundness of the law which says that the public has a right to pass and repass, but no more, and no right to interfere with the soil or the owner's rights therein, beyond such interference as is incidental to passing and repassing: that passing and repassing along the road for the purpose of looking at some view or spectacle in the adjoining country is an unauthorized extension of the user. The difficulty is, why should the right to pass be affected by the motive or object which the wayfarer has in passing, or the incidental advantages he gets by passing, so long as he does nothing with regard to the way itself except pass over it? In the *Six Carpenters' case*, there was an abuse of the licence to enter because it was not an absolute licence, but only a licence to enter for the purpose of being a customer. The right of passing on the king's highway is a right irrespective, we should submit, of purpose or object. To say that the right to use the road for the purpose of passing and repassing excludes any other purpose or object, appears to be mere juggling with words. To use for the purpose of passing means to pass and means nothing else.

REVIEWS.

MUNICIPAL RECORDS.

Cardiff Records: being Materials for a History of the County Borough from the Earliest Times. Edited by John Hobson Matthews, Archivist to the Corporation of Cardiff. Prepared by Authority of the Corporation, under the Direction of the Records Committee. Volume I. Cardiff: Published by order of the Corporation and sold by Elliot Stock.

The Corporation of Cardiff are to be congratulated as well upon the public spirit which has initiated the undertaking of which the first volume lies before us, as upon the ability and thoroughness with which the volume has been prepared for the press. The documents which Mr. Matthews has had at his disposal are very various, and together they throw much light upon the early history of this important borough. The place of honour is naturally assigned to the municipal charters, and these, ranging in date from about 1145 to 1687, are printed in chronological order in the first chapter. As far back, Mr. Matthews tells us, as British history extends, Cardiff has been the capital town of a province rich in natural resources, and her inhabitants secured for themselves, at a very early period, definite constitutional rights, liberties, or privileges. The oldest formal statement of the municipal liberties and customs is in a document dating from some time prior to 1147, preserved among the Cotton MSS., and printed as Charter I. This purports to give the liberties and free customs of "Kerdif" and Tewkesbury, granted by Robert and William, Earls of Gloucester, and it contains interesting rules as to the right of a burgess to alienate his burgage tenement and his personal property. It is noteworthy that it exempts the burgesses from the

feudal duty of taking their corn to the lord's mill to be ground, and it authorizes them to brew and bake without licence and without toll and custom.

The second charter dates from the year 1324, and was granted by Edward II. It is known only from the recital of it in the confirmatory charter of Edward III. in 1359. In form it is expressed to be made in the first instance to the Lord of Glamorgan and Morganwg, Hugh le Despenser, and it grants to the burgesses of Cardiff and neighbouring towns exemption throughout the king's dominions from payment of the customary dues in respect of the transport and sale of their goods, save only in wool, leather, and wine. It seems that the exemption was claimed by Cardiff dealers in various parts of England in the first half of this century. After this there is a series of some seventeen charters granted at short intervals, either by the Crown, or by the lords of Glamorgan, many of them, however, being merely confirmations of previous charters. Thus the royal charter of 1324 was confirmed, as already stated, by Edward III. in 1359; again by Henry IV. in 1400; by Henry VI. in 1452; by Edward IV. in 1465; by the Duke of Gloucester in 1477; and by Elizabeth in 1581. The principal charter granted by the Despensers was one of 1340. This recognizes the right of the townsmen to municipal self-government, and regulates the election of officers, the sale of merchandize, the common rights, and the fairs to be held at Midsummer and in September. It was provided that at the former the constable should daily hold the Court of Piepowder. Burgesses were to be tried only by their fellow burgesses for matters arising within the liberties of the Vill of Cardiff. Ordinary pleas and plaints were to be tried in the Hundred Court of the town. The charter was confirmed by successive Lords of Glamorgan in 1358 and 1397. In 1421 it was again confirmed, and fuller provision was made for the trial by their fellow burgesses of any of the burgesses of the towns of the Lordship of Glamorgan accused of felony, and also for the election of aldermen, bailiffs, &c. After another confirmation in 1423, the last of these feudal charters was granted in 1451 by the Earl of Warwick, who was then Lord of Glamorgan, the effect being to confirm the previous charters and to extend the civil and criminal jurisdiction of the town court. Finally, there are the further royal charters of James I. in 1608 and James II. in 1687, the former of which reconstituted Cardiff a free town governed by a corporation to be termed "the bailiffs, aldermen, and burgesses." All these charters, which form a very interesting collection, are set out at length by Mr. Matthews, both in the original Latin and in translations. In one or two instances they exist only in translations, and here Mr. Matthews has exercised his ingenuity by constructing a probable original. Additional interest is imparted by the insertion of facsimiles of parts of several of the charters. Some of the royal charters, having been granted to the Lords of Glamorgan and Morganwg, were not originally in the custody of the corporation, but four of them—the charters of Edward III., Henry IV., Henry VI., and Edward IV.—have recently been presented to the corporation by the Marquis of Bute. The present publication is sufficient guarantee that in future these, with the other muniments of the corporation, will be in good keeping.

The remainder of the volume deals in successive chapters with ministers' accounts, inquisitions on death, Star Chamber proceedings, State papers, church goods of Llandaff Cathedral and Diocese, exchequer documents, and patent rolls. The ministers' accounts shew the revenues, of which an account had to be rendered when the Lordship of Glamorgan was temporarily under the control of the Crown, and they give in detail the various payments and services incident to the lordship. An account of 1542 is of special local interest, since it sets out the various tenements in Cardiff, with the names of the holders, the amounts of rent, and the situation of the premises, thus forming, as Mr. Matthews observes, a directory of the town for the middle of the sixteenth century. The same account claims an allowance of 4s. 4d. for costs and expenses sustained in burning Thomas Capper, who was attainted of heresy at Cardiff; and also 6s. 10d. for his diet in prison for 130 days at the rate of 1d. a day. An allowance at the same rate is claimed in an account of 1519 for the diet of two felons prior to their being hanged: "namely, for diet of each of them at 7d. a week, as in similar cases it was the custom to allow for such felons so imprisoned and hanged in former years." The ministers' accounts are supplemented by the inquisitions on death, the first two of which relate to the possessions of Gilbert de Clare, Earl of Gloucester and Hertford, Lord of Glamorgan and Morganwg, who died about 1295, leaving as his heir a boy of four years of age. The various tenements in the lordship, with the rents and services which they rendered, are here stated in great detail. The Star Chamber proceedings indicate that that tribunal, whatever technical objections there may have been to it, formed a useful resort in cases of oppression and violence. Among the State papers it is interesting to note one of 1602, which shows that Edmond Mathew, one of the principal ironfounders in the neighbourhood of Cardiff, was suspected of selling cannon to the King of Spain. It is accordingly ordered by the Privy Council that masters of iron furnaces shall bind themselves before justices of the peace not to cast ordnance.

The above summary will give some idea of the contents of a work which abounds in information of importance to the student of feudal and municipal history. We may add that no pains have been spared to present the volume in a handsome and convenient form, and its attractiveness is increased by the engravings and architectural designs with which it is copiously embellished. It is to be hoped that the example which Cardiff has thus worthily set will be followed by other towns which possess materials of like interest.

BOOKS RECEIVED.

Action at Law: being a Concise Analysis of the Practice of the Courts. By JOSEPH A. SHEARWOOD, Barrister-at-Law. Second Edition. Geo. Barber.

Journal of the Society of Comparative Legislation. Edited for the Society by JOHN MACDONELL, Esq., C.B., LL.D., and EDWARD MANSON, Esq. New Series, No. 1. John Murray. 5s. net.

CORRESPONDENCE.

ATTESTATION OF DEEDS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is customary not to allow a wife to attest her husband's execution of a deed. Can you tell me if there is any warrant for this at the present time? H. Y.

29, Mark-lane, E.C., May 2.

[See observations under "Current Topics."—ED. *S.J.*]

PREVENTION OF CORRUPTION BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your remarks at pp. 356 and 357 on this Bill, it is to be hoped that some Member of Parliament will do his best to prevent the Bill passing the Commons.

If passed the Act is likely to be a trap for business men, and it is a pity that encouragement should be given to the modern tendency of sweeping into the police-courts large classes of persons who are not criminals. X.

CASES OF THE WEEK.

Court of Appeal.

ROBERTSON *v.* MAYOR, &c., OF BRISTOL. No. 1. 30th April.

LOCAL GOVERNMENT—STREETS—PAVING EXPENSES—POWER TO ALTER WIDTH OF FOOTWAY—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 150.

Appeal from the judgment of Grantham, J., at the trial of the action without a jury at Bristol. The plaintiff was the owner of certain land which he laid out as a building estate in 1890. The land was within the district of the St. George's Local Board, and the plans which were deposited shewed a proposed street called Robertson-road having along part of it a carriageway 30ft. wide and footways on each side 7ft. 6in wide, and along the rest a carriageway 27ft. wide and footways on each side 6ft. 6in. wide. The local board in 1892 approved of the plans, and the street was laid out and completed, but was not taken over by the local board or by their successors, the St. George's Urban District Council. On the 31st of October, 1897, the St. George's district was incorporated with the City of Bristol, and the powers and duties of the urban council were transferred to the defendants. The defendants resolved to take over the street, and served notices on the frontagers under section 150 of the Public Health Act, 1875, to pave, channel, and make good the street according to plans which shewed that part of the footways were to be thrown into the carriageway, so as to make a uniform footway six feet in width. The frontagers having failed to execute the works, the defendants proceeded to do so, when the plaintiff brought this action to restrain them from altering the respective position and measurement of the carriageway and footways. Grantham, J., held that the defendants had power to deal with the carriageway and footways of the street under section 150 of the Public Health Act, 1875, as they thought best in the public interest. The plaintiff appealed.

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) allowed the appeal, holding that the defendants had no power under section 150 of the Public Health Act, 1875, to alter the respective widths of the carriageway and footways of the street, but must pave and make up the street as they found it when they served the notices under section 150.—COUNSEL, *J. A. Foote*, Q.C., *Duke*, Q.C., and *F. E. Weatherly*; *Joseph Walton*, Q.C., and *Clavell Salter*. SOLICITORS, *Ford & Ford*, for *Wansbrough, Dickinson, Robinson, & Tayler*, Bristol; *Robins, Hay, Waters, & Hay*, for *D. Travers Burges*, Bristol.

[Reported by W. F. BARRY, Barrister-at-Law.]

VIDITZ v. O'HAGAN. No. 2. 25th, 26th, 30th April.

MARRIAGE SETTLEMENT—HUSBAND A DOMICILED AUSTRIAN—RATIFICATION—REPUDIATION—AUSTRIAN LAW—APPLICATION OF ENGLISH LAW.

This was an appeal from a decision of Cozens-Hardy, J. In November, 1864, Mrs. Viditz, the only child of an Irish peer, was at the age of eighteen married to Mr. Viditz, who was then and still is a domiciled Austrian. The marriage took place in Switzerland. Prior to the marriage, marriage articles were executed at Berne, at the British Embassy, in November, 1864 Mrs. Viditz attained twenty-one in 1867. In 1880 a deed in English form was executed in Paris, which purported to be a settlement made in pursuance of the articles. In 1882 Mrs. Viditz's father died, and by his will left all his property to charity. Litigation ensued, and Mrs. Viditz sought to set aside the will. A compromise was effected in March, 1884, under which a sum of £5,000 was to be paid to her. In 1892 the trustees informed Mrs. Viditz that the £5,000 payable to her under the compromise would have to be paid to the trustees of her marriage settlement. This led to advice being taken, and on the 18th of November, 1893, a document was executed by Mr. and Mrs. Viditz in Austria, by which they purported to annul and put an end to the settlement. There was evidence that, according to Austrian law, it is competent to a husband and wife to revoke a marriage contract, notwithstanding the birth of issue. Mr. and Mrs. Viditz and their children, who have attained twenty-one, brought this action claiming a declaration that the settlement created by the deeds of 1864 and 1880 had been got rid of by the transaction of 1893. Cozens-Hardy, J., held that the marriage articles of 1864 were valid and were governed by English law, and that the lady, not having repudiated them within a reasonable time after she attained twenty-one, she was absolutely bound by them, and that she could not, therefore, elect from time to time during the joint lives of her husband and herself as property fell in whether she would affirm the articles. Consequently the £5,000 was bound by the settlement. The plaintiffs appealed.

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R., in the course of his judgment, said: The first question was as to the construction of the articles—whether the £5,000 was comprised in the settlement or not. In his lordship's opinion this sum must be considered as having arisen from the real estate of the lady's father, and it was not included in the covenant as to her after-acquired personal property, but in another covenant relating to real estate which was not binding on her. Consequently the £5,000 was not bound by the settlement. The second and more difficult question was whether the settlement had become binding on the lady. Under English law it was a voidable contract. By Austrian law she was unable to ratify the contract, or to place it out of her power to revoke it. She executed documents which by English law would have amounted to a ratification, but by Austrian law those documents were invalid so far as they purported to ratify the settlement. She had neither before nor after the marriage power to make an irrevocable contract. Cozens-Hardy, J., held that the settlement was an English one and governed by English law; that under that law it became binding on the lady, unless she repudiated it within a reasonable time after she attained twenty-one, and that, as she did not repudiate it within a reasonable time, it had become binding on her. In the view of the Master of the Rolls that was not sound reasoning. The point now raised did not arise in *Van Grutten* v. *Digby* (31 Beav. 561) on which the learned judge relied. In the present case the difficulty arose on the capacity to contract. What was the effect of English law as expounded by the House of Lords in *Edwards* v. *Carter* (1893, A. C. 360)? Some contracts by infants were held to be absolutely void, on the ground that they could not possibly be for the benefit of the infant. But the great bulk of contracts by infants were voidable—*i.e.*, the infant when he came of age, could elect whether he would affirm or repudiate the contract. If the infant did nothing to repudiate within a reasonable time after attaining twenty-one the contract would bind him. It would be an entire mistake to apply this part of the English law to such a case as the present Could the doctrine as to a reasonable time be applied? It seemed to his lordship that it would be contrary to good sense to do so, for the result would be that the contract would be binding when the infant had never had capacity before or after the marriage to make or to affirm it. In his lordship's view the effect of the infant's change of domicil by the marriage was that the English doctrine had no application, because of her incapacity to confirm the contract. It might be put in another way by saying that the effect of the change of domicil was to enlarge the time for repudiation. His lordship did not see how it could be said that a reasonable time had elapsed. The result was that the settlement must be considered as annulled.

RIGBY and COLLINS, L.JJ., expressed their concurrence.—COUNSEL, *Dicey*, Q.C., and *Micklem*, Q.C.; *Hughes*, Q.C., and *Ingpen*, Q.C.; *C. D. Lynch*. SOLICITORS, *Kearsey, Hawes, & Co.*; *Blount, Lynch, & Petre*.

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

MUTTON v. PEAT. No. 2. 25th April.

BANKER AND CUSTOMER—TWO ACCOUNTS—DEPOSIT FOR DEBT DUE ON ONE ACCOUNT—APPROPRIATION—RIGHTS OF THIRD PARTIES.

This was an appeal from a decision of Byrne, J. (reported 48 W. R. 62; 1899, 2 Ch. 556). The facts were as follow: Tatham & Co., stockbrokers, had two accounts with their bankers, a current and a loan account. On the loan account they owed on the 30th of December, 1895, £7,500, and to secure this amount they had deposited with the bank certain securities which in reality belonged to some of their clients, one of whom was the plaintiff in the action. On the 11th of January, 1896, Tatham & Co. paid into their current account £790 4s. 6d., which they had received from one Parker, another client of theirs, for investment. The bank were not aware that Tatham & Co. had received this sum in a fiduciary capacity. Two days afterwards Tatham & Co. were declared defaulters on the Stock Exchange, and on the 14th of January they were adjudicated bankrupt. On the 20th of January the bank closed Tatham & Co.'s current account, and transferred the credit balance, amounting to £1,362 10s., made up partly of the above-mentioned £790 4s. 6d. At various times the bank sold the securities deposited to secure the £7,500, and, as was shewn by the new account, specifically appropriated the receipts to the specific balance then remaining at the date of such sales. They did not deal with any part of the £1,362 10s., and Parker claimed to have his £790 4s. 6d. paid to him out of this sum. Byrne, J., decided in favour of Parker. The plaintiffs appealed.

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R., said that Byrne, J., had gone wrong on a question of fact. He had decided the case on the theory that the bonds were deposited as security for what was due on the loan account alone. There was no agreement to that effect. The bonds were deposited to secure the amount due from the brokers to the bankers. The amount due to the bankers was what was owing to them on both accounts, and the plaintiffs were entitled to have their bonds back when that amount had been paid.

RIGBY and COLLINS, L.JJ., concurred.—COUNSEL, *Levett*, Q.C., and *Hull*; *G. Lawrence*; *Kenyon Parker*. SOLICITORS, *Bower, Cotton, & Bower*, for *H. B. Bradley*, Folkestone; *Longbourne, Stevens, & Co.*; *Foyer & Hordern*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

NATIONAL SOCIETY FOR THE DISTRIBUTION OF ELECTRICITY v. GIBBS. No. 2. 24th and 25th April.

PATENT—JOINT PATENTEES—AGREEMENT TO SELL—COVENANTS FOR VALIDITY OF PATENTS—JOINT AND SEVERAL COVENANTS.

This was an appeal from a decision of Cozens-Hardy, J. (reported 1899, 2 Ch. 289). By an agreement under seal dated the 25th of May, 1883, Lucien Gaulard and John Dixon Gibbs (thereinafter called the vendors) agreed to sell to the plaintiff company certain letters patent therein mentioned. By clause 6 of the agreement the vendors were to establish a title to all the inventions and letters patent thereby agreed to be sold and to assign and transfer the same to the company. So much of clause 7 as is material to the present report ran as follows: "... the said vendors and all other necessary parties, if any, shall at the cost of the said company execute such assignments to the said company or as they shall direct, and such assignments respectively shall contain a covenant by the said vendors that all the letters patent thereby assigned or any letters patent which may thus have been obtained in substitution for the same, or in respect of such invention as is protected thereby, are valid and in nowise void or voidable, and also such other covenants and provisions as may be reasonably required by the said company for giving effect to the sale hereby agreed to be made." Among the patents referred to in the agreement was an English patent for the distribution of electricity by means of secondary motors. The grant of the patent was in the usual form to Gaulard and Gibbs, "their executors, administrators, and assigns." Gaulard died in 1888, and Madame Ruelle, one of the defendants, was his administratrix. In the present action, which was brought against Gibbs and Madame Ruelle, the company alleged that the consideration for the sale of the patents had been paid, that the patents had not been assigned to the company, that the patents were entirely or in part void or voidable, that in some countries the patents had been declared void, and that the company had suffered damage by having to pay costs, and by the value of the patents having been reduced The company accordingly claimed (1) that the defendants might be ordered to assign the patents; (2) damages for breaches of agreement and warrants; and (3) repayment of a portion of the purchase-money. As against Gibbs the action was compromised. The defendant Madame Ruelle alleged by her defence that the plaintiff company had taken proceedings in France against her and others to enforce the agreement of the 25th of May, 1883, and that by an order of the Paris Court of Appeal of the 2nd of June, 1897, the plaintiff company were ordered to pay to her under the agreement the sum of £2,581 3s., with interest, and that this sum still remained unpaid, and she counterclaimed for that amount with interest. At the trial of the action the objection was taken that the grant of letters patent was to Gaulard and Gibbs jointly, and that on the death of Gaulard the joint interest passed to Gibbs by survivorship, and that the obligation created by clause 7 was merely a joint covenant, and that only the survivor Gibbs could be sued on it. Cozens-Hardy, J., upheld these objections, and dismissed both the action and the counterclaim. Madame Ruelle appealed from the judgment so far as it related to the counterclaim, and the plaintiffs served a cross-notice of appeal so far as the judgment related to the action.

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed both appeals.

LINDLEY, M.R.—I cannot adopt the view taken by the learned judge. Gaulard and Gibbs were two patentees who were entitled to various patents. It is obvious that they were not mere co-owners of their patents, and that they took them out for the purpose of making money. They agreed to sell these patents to the plaintiffs under the agreement of the 25th of May, 1883. To my mind clause 7 of this agreement distinguishes this case from the decision in *White* v. *Tyndall* (13 A. C. 263), on which the learned judge mainly proceeded. The learned judge treated this agreement as being in substance a joint covenant by Gaulard and Gibbs to assign these patents and a joint covenant by them that the patents were valid. I cannot think that that is the true view of the construction of this agreement, and the learned judge almost admitted this because he said that the proper form of covenants for title in an assignment by joint tenants was to make them joint and several. I have no doubt that the covenants would be joint and several, and the learned judge has gone too

far in deciding the case on the ground he has. The learned judge took a short cut in dealing with the rights of the parties, and held that this was a joint covenant, and that consequently on the death of Gaulard there was no remedy against his personal representative, and it followed from that view that the counterclaim also failed. In our opinion that order ought to be reversed, and there ought to be a declaration that upon the true construction of the agreement the right of the plaintiff company to relief against Madame Ruelle ought to be ascertained upon the footing that Gaulard and Gibbs had jointly covenanted to assign the patents mentioned in the agreement to the plaintiff company and that such assignment should contain joint and several covenants by Gaulard and Gibbs with the company that such patents were valid and in no wise void; and, further, that the amount due to Madame Ruelle from the company ought to be ascertained upon the footing of the judgment of the French Court of Appeal. The action and counterclaim will be remitted to Cozens-Hardy, J., for trial, and all the costs will be reserved to be dealt with by him.—Counsel, *Eve*, Q.C., and *Rowden*, Q.C.; *Moulton*, Q.C., and *Gore Browne*. Solicitors, *Edward Betteley; Campbell, Reeves, & Hooper*.

[Reported by J. I. Stirling, Barrister-at-Law.]

High Court—Chancery Division.

Re **CLEMOW. YEO** *v.* **CLEMOW.** Kekewich, J. 26th April.

Testamentary Expenses—Intestacy—Expenses of Administration—Costs of Probate Action—Estate Duty.

A testator, who died in 1894, by his will bequeathed his residue to his trustees upon trust to pay the income thereof to his wife during her life for her separate use, and after her decease the testator directed his executors and trustees "after paying my widow's funeral and testamentary expenses and debts" to apply the residue as therein directed. The testator's widow died in 1899, having left what purported to be a will. Two of the next-of-kin of the widow, Buck and Yeo, entered a *caveat* against this will, and Buck eventually brought an action in the Probate Division, and on the 4th of December, 1899, Barnes, J., pronounced against the alleged will, but made no order as to costs. On the 29th of December, 1899, letters of administration to the estate of the widow were granted to Yeo with the assent of Buck. The executors of the testator had paid the funeral expenses and debts of the widow. This was a summons taken out by Yeo as administratrix of the widow, she was also an executrix of the testator's will, against the other executor of the testator's will and his residuary legatees, asking whether his executors were bound or entitled to pay out of his residue, (*a*) the costs of Buck of the action in the Probate Division; (*b*) all costs properly incurred by Yeo in obtaining the grant of letters of administration; (*c*) the estate duty payable on the death of the widow on her estate which consisted of personalty only; and (*d*) the costs, charges, and expenses of and in connection with the administration of the estate of the widow. The first point to be decided was whether, as the widow died intestate, she could be said to have testamentary expenses.

Kekewich, J.—The question which falls for decision here is both curious and novel, What is the meaning of the expression "testamentary expenses"? The novelty consists in the strange peculiarity that this direction for the payment of testamentary expenses is not one for the payment of the testamentary expenses of the testator, but of someone else—namely, his wife. The first point taken is that "testamentary expenses" can have no application here, for that there are none, as the lady died according to the decree of the court intestate, and that there can be no testamentary expenses where there is no testament. That is a strong thing to say, though, etymologically, there is justification for it. I will decide that point first. [After referring to *Sharp* v. *Lush* (10 Ch. D. 468) and *Re Prince, Godwin* v. *Prince* (1898, 2 Ch. 225), the learned judge said:] In those cases the meaning of testamentary expenses is expounded as going beyond the expenses of the will, and I do not think they meant to limit the costs of administration to the case where there is an executor and exclude the case where there is an administrator. But I have also the authority of a dictionary, the Century Dictionary, as to the meaning of testamentary, it defines it as "relating or pertaining to a will or wills; also relating to administration of the estates of deceased persons." I think, therefore, that the existence of a testament is not essential to the proper use of the word testamentary, and that that word is equally applicable where there is no testament. Then there is one other point in this part of the case. This widow had made a will, and a *caveat* was entered against the probate by two persons, Yeo and Buck, who were in the same relation to the alleged testatrix, so that they were the persons entitled to letters of administration. They entered the *caveat*, which was warned, and it became necessary to bring an action, which might be brought either by Yeo or by Buck, or by both, and Buck brought it and was successful, and in the result the will fell to the ground and letters of administration were issued and granted to Yeo. The question then arises, can the costs of that action incurred by Buck be paid out of the testator's estate? Can Yeo require the testator's estate to pay Buck's costs, she not having incurred them, and not being liable to pay them herself? I think that the proper inference is that they were really incurred for the benefit of the widow's estate—that is to say, for the benefit of her next-of-kin, and whether the costs were incurred by one or the other of them, Yeo or Buck, is immaterial. The widow's will has been got out of the way at the expense of her estate, and therefore I think that I ought to allow the costs of that litigation—that is to say, Buck's costs, as testamentary expenses of the widow. Then there is one more argument. It is said that the judge in the probate action did not allow any costs out of the estate, but he did not say that in a proper action for the administration of the estate he would not allow costs. That leaves me at large to allow or disallow these costs. He had one question before him: I have another—namely, whether these costs are testamentary expenses, which depends upon the construction of a will which he probably never saw. There is one other point, and that is whether estate duty is payable as a testamentary expense. It is not out of place to observe here that we are dealing with personal estate only. I do not say that the case would be different if there was real estate, but it might be. But what I say only applies to personal estate under section 6 (2) of the Finance Act, 1894. Estate duty may be said to take the place of probate duty, at least probate duty has merged in it, and an executor does not now pay probate duty. Was probate duty a testamentary expense? There is no authority upon that point. In any case probate duty must be paid before the grant of probate or of letters of administration, and it almost follows as a matter of course that that duty is a testamentary expense. Although I am reluctant to introduce a new rule, and to add to testamentary expenses which have already been expounded generously, I think that probate duty must be included in the term testamentary expenses, and that, therefore, estate duty must also be included.—Counsel, *Renshaw*, Q.C., and *Manby; Warrington*, Q.C., and *W. M. Cann; R. J. Parker* and *A. White*. Solicitors, *Boxall & Boxall; Lanfear, Tanner, & Lanfear; W. J. Foster*.

[Reported by C. C. Hensley, Barrister-at-Law.]

Re **THE EARL OF EGMONT'S SETTLED ESTATES. EGMONT** *v.* **LEFROY.** Byrne, J. 1st May.

Settlement—Repairs Chargeable to Capital—Improvement—"Reparation"—Whitewashing, Painting, and Glazing—Capital Money—Repayment to Tenant for Life—Conveyancing and Law of Property Act, 1881, s. 42—Settled Land Act, 1882, ss. 25, 57 (2)—Interpretation Act, 1889, s. 38—Settled Land Act, 1890, ss. 2, 15—Effect on Settlement Made Between 1882 and 1890.

Adjourned summons. This was an application by the Earl of Egmont, who was tenant for life under a settlement dated the 15th of August, 1889, for a direction to the defendants, who were the trustees of the settlement for the purposes of the Settled Land Acts, 1882 to 1890, to pay to the earl the sum of £3,997 12s. 6d. out of capital moneys in their hands subject to the settlement, being the amount claimed to have been expended by him in works of reparation and improvement on the Cowdray estate from the 5th of September, 1897, to the 30th of June, 1899. By the settlement of 1889, it was, amongst other things, provided first that "the trustees or trustee for the time being of these presents whether several or only one are and is hereby appointed and declared to be the trustees of this settlement for all the purposes of the Settled Land Act, 1882, and any Act or Acts altering or amending the same, and also for the purpose mentioned in section 42 of the Conveyancing and Law of Property Act, 1881," and fourthly that, "for the like purpose" (that is, for the purpose of that settlement) "section 25 of the Act last aforesaid" (the Settled Land Act, 1882) "shall be read and take effect as if in addition to the works or purposes of improvements therein enumerated, there were inserted therein the words 'Rebuilding, reparation, or permanent improvement or additions of or to building of any description, whether used or occupied for residential, farm, or other purposes.'" No scheme for any portion of the work done in respect of which the claim was now made was ever submitted to the trustees, and the tenant for life now asked for an order under the powers conferred on the court by section 15 of the Settled Land Act, 1890. On behalf of the tenant for life it was contended that the word "reparation" was extremely wide, and included all ordinary repairs, such as whitewashing, painting, and the like. The settlement contained a most stringent bankruptcy clause and the tenant for life could not get money for repairs Hence it was clear that the settlor intended that repairs should be paid for out of capital. *Lauri* v. *Renad* (1892, Ch. 402) and *In re Tucker* (1895, 2 Ch. 468) were referred to.

May 1.—Byrne, J., after stating the facts as above set out, said that so far as the expenditure by the tenant for life had been for improvements actually authorized by the terms of the Settled Land Act, 1882, it was not disputed that the court had a discretion to allow it, but it was argued on behalf of the trustees that the court had no jurisdiction under section 15 of the Act of 1890 to make an order directing capital money to be applied in or towards payment for improvements unauthorized in terms by the Act of 1882, although authorized by the settlement, having regard to the fact that the settlement was dated prior to the Act of 1890. Having regard to the terms of section 57, sub-section 2, of the Act of 1882, this argument was not well founded. The tenant for life had had conferred upon him by the settlement a power additional to and larger than those conferred the Act, and, if the matter had rested there, there would have been a power exercisable by virtue of the settlement independently of the Act, and probably section 15 of the Act of 1890 would have had no application to the additional power, but section 57, sub-section 2, expressly provided that any additional or larger powers so conferred should as far as might be, notwithstanding anything in the Act, operate and be exercisable in the like manner and with all the like incidents, effects, and consequences as if they were conferred by the Act, unless a contrary intention were expressed in the settlement. In the present case there was no contrary intention expressed. Section 15 of the Act of 1890 was not a repealing section, nor was there any question of divesting or altering any right accrued prior to the framing of the Act of 1890, so that neither section 38 of the Interpretation Act of 1889, nor any doctrine as to repeal not affecting rights or liabilities accrued, appeared to have any application. The Act of 1890

expressly provided that it was to be read as one with the Act of 1882, and it contained no saving in respect of settlements made between the respective dates of the passing of the two Acts. The additional powers were to operate with all the like incidents as if they were conferred by the original Act, and, if they had been conferred by the original Act, section 15 of the Act of 1890 would have applied. One of the incidents was that the court had power to authorize payments although no scheme had been first submitted. Upon the construction of the settlement the court had power to allow, beyond works of improvement enumerated in the Acts of 1882 to 1890, reparations or repairs to buildings for residential, farm, or other purposes which, but for the the terms of the settlement might otherwise have fallen upon the tenant for life or have remained undone, but such reparations did not extend to decorative or fancy repairs, or to what might be termed casual repairs, such as whitewashing or painting, or putting in panes of glass to broken windows. The reparations or repairs intended were repairs of a substantial nature. The court did not, under section 15 of the Act of 1890, as a rule allow everything which would have been allowed as proper expenditure had a scheme been submitted. The court would not allow general expenses of the establishment for doing estate repairs, but a reasonable payment for work done by the permanent staff in and about the allowed repairs might be allowed as though outside labour had been made use of. Having made these observations, the learned judge said he thought the right course to take would be to adjourn the matter back to chambers with liberty to adduce fresh evidence before the master.—Counsel, *Ingpen*, Q.C., and *Bateman Napier*; *Levett*, Q.C., and *Gurdon*. Solicitors, *Nash, Field, & Co.*; *Frere, Cholmeley, & Co.*

[Reported by R. Leigh Ramsbotham, Barrister-at-Law.]

Re **MARSHALL AND SALT'S CONTRACT.** Byrne, J. 1st and 2nd May.

Vendor and Purchaser—Summons under Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78)—Assignment of Leasehold Public-house—Covenant Not to Assign Without Lessor's Consent—Consent Not to be Unreasonably Withheld—Refusal of Lessor to Consent—Title of Assignor—Specific Performance.

Adjourned summons. This case arose on a summons under the Vendor and Purchaser Act, 1874. The vendor, Marshall, had entered into an open contract with the purchasers, Thomas Salt & Co., who were brewers, to sell to them the lease of a public-house. The lease, which was dated in 1896, contained a covenant in the usual form that the lessee should not assign, underlet, or otherwise part with the said leasehold premises, or any part thereof, without the consent in writing of the lessor, such consent, in the case of a respectable and responsible assignee, not to be unreasonably withheld. After the contract had been executed, both vendor and purchaser applied to the lessor for his consent to the proposed assignment, but he refused on the ground that he "was desirous of retaining the house as a free house." On being subsequently asked to formulate his reasons for withholding his consent he said that the above reason was his "chief" reason. The purchasers thereupon refused to complete, but the vendor insisted that the reasons given by the lessor for withholding his consent to the assignment were so unreasonable that the purchasers ought to be compelled to complete. The purchasers offered to complete if the vendor would enter into a covenant to indemnify them from all actions, claims, demands, and damages resulting from the absence of the consent of the lessor to the assignment. This the vendor refused, and the purchasers thereupon took out the present summons. For the purchasers it was contended that the vendor had not shewn a good marketable title such as was required by the contract. If the purchasers were to complete with the title such as it was they would be almost certain to become involved in a lawsuit. The court would not enforce specific performance on a purchaser which would be equivalent to making him buy a lawsuit. If the vendor thought that the lessor's objections were so utterly unreasonable, why did he refuse to give the purchasers the indemnity asked for? The question here is one of title alone. For the vendor it was contended that the covenant in the lease was qualified, and that, therefore, as the lessor had failed to shew a substantial and strong reason for withholding his consent to the assignment, the assignment was one which could be forced on the purchasers. The assignment to the brewery would not result in the house being a tied house, because, after the assignment, the assignees would still be bound by the covenant against assigning or underletting without consent. It was premature to go into that question. There is no reasonable chance that the purchasers will be involved in litigation over this matter. The authorities referred to in course of the argument were: *Sear* v. *House Property and Investment Society* (16 Ch. D. 387), *Day* v. *Singleton* (1899, 2 Ch. 320), *Re The Trustees of Hollis' Hospital and Hague's Contract* (1899, 2 Ch. 555), *Mason* v. *Corder* (7 Taunton 9), *Treloar* v. *Bigge* (9 L. R. Exch. 151), *Hyde* v. *Warden* (3 Exch. D. 72), *Bates* v. *Donaldson* (1896, 2 Q. B. 241), *Re Thackeray and Young's Contract* (40 Ch. D. 34), *Spencer* v. *Topham* (22 Beav. 573).

May 2.—Byrne, J., after stating the facts, said there was much force in the vendor's argument that the lessor's refusal to consent to the assignment was unreasonable, for the assignment would not tie the house. But the lessor does not say that he has no other reason nor is he estopped from giving other reasons. He may have a genuine opinion that the sale of his house to the brewery would result in the house becoming other than a "free house," in this sense, that the beer sold in it would come from one source only. It was not certain that the lessor might not bring an action for ejectment against the assignees, and it was not possible to hold in this case that a good title had been shewn by the vendor. The proper order would be in accordance with that given in *Hargreaves* v. *Thompson* (32 Ch. D., at p. 457).—Counsel, *Dibden* and *T. Willes Chitty*. Solicitors, *Bridges, Sawtell, & Co.*, for *Love & Auden*, Burton-on-Trent; *Kingsford, Dorman, & Co.*

[Reported by R. Leigh Ramsbotham, Barrister-at-Law.]

Re **ASHTON.** Byrne, J. 27th April.

Injunction—Bequest to Next-of-Kin Ascertainable at Future Date—Spes Successionis—Contingent Interest—Charging Order—R. S. C. XLVI. 1—Right of Presumptive Next-of-Kin to Injunction against Trustees—1 & 2 Vict. c. 110, ss. 14, 15; 3 & 4 Vict. c. 82, s. 1; 5 Vict. c. 5, s. 5.

Motion. By her will, dated the 14th of September, 1889, a testatrix gave all her real and personal estate to trustees upon trust to sell, call in, and convert into money, and after payment thereout of her debts and funeral and testamentary expenses and certain legacies, then upon trust to invest the residue of the proceeds of sale and to pay the income of such investments to her sisters (named) and brother Thomas William Wright and the survivors and survivor of them during their, her, or his natural lives or life, and after the death of the ultimate survivor the trustees were to stand possessed of as well the capital as the income of the trust funds upon trust for such person or persons as at the decease of the ultimate survivor of her said brother and sisters would be her next-of-kin and entitled to her personal estate under the statutes of England for the distribution of the personal estates of intestates (as if she were to die intestate and unmarried after the death of such ultimate survivor of her said brother and sisters), if more than one, to take distributively according to the said statutes. The testatrix died on the 23rd of March, 1892, without issue, and the trustees, after paying the debts and legacies, &c., as required by the will, invested a part of the residuary estate in Consols. The testatrix's brother T. W. Wright died, and his son C. A. Wright, conceiving that on the death of all his aunts named as tenants for life in the will, he, if he survived them, would become entitled under the will to a share of the trust estate as one of the testatrix's then next-of-kin, assigned his interest under the will, and it ultimately became vested in the Tyneside Assets Purchase Co. (Limited), the applicants in this case. Owing to the death of T. W. Wright, the brother of the testatrix, it became necessary for the trustees of her will to pay certain estate duty, and for that purpose they desired to realize a portion of the moneys standing in Consols in their names, but on making application at the Bank of England for a power of attorney for that purpose, they found that there were nine distringas orders placed on the said stock, and amongst them one by the Tyneside Assets Purchase Co. (Limited). The trustees took the necessary steps for having such orders duly warned. The only tenant for life now alive was one of the testatrix's sisters, who was ninety years of age. The applicant now moved for an injunction restraining the Bank of England from permitting the transfer of a certain sum of Consols standing in the names of the trustees, and the question arose as to whether the applicants, claiming as they did through C. A. Wright who would be one of the next-of-kin of the testatrix, if he survived the sole remaining tenant for life, had such an interest in the testatrix's trust estate as entitled them to the injunction asked for. For the applicants who claimed through the testatrix's nephew, C. A. Wright, it was contended that the nephew's interest was not a mere *spes successionis* but a substantial though contingent interest. The gift in the will to the next-of-kin of the testatrix was a gift to a class which would be ascertained on the death of the surviving tenant for life. That wherever there is a gift in remainder to a number of persons described in a particular way, then, though during the life of the tenant for life it cannot be ascertained who they are, those persons have a contingent interest which is more than a *spes successionis*. The testatrix's nephew, C. A. Wright, in this case must necessarily be one of her next-of-kin provided only that he survived the sole remaining tenant for life. This is the only contingency upon which his title depends. That the gift here was exactly the same as though the testatrix had said "to all such of my nephews and nieces as shall survive the tenant for life." The person to whom C. A. Wright claims to be next-of-kin is already dead. The applicants were not asking for administration but for information merely as to how the funds to which they were contingently entitled were being dealt with. The applicants had an "interest" sufficient to bring them within 3 & 4 Vict. c. 82, s. 1. The object of that Act and of 1 & 2 Vict. c. 110, ss. 14, 15, and 5 Vict. c. 5, s. 5, was to protect interested parties and to enable them to obtain information as to how the funds in which they were interested were being dealt with. If the trustees had been about to commit a breach of trust the court would certainly have granted to C. A. Wright or persons claiming through him an injunction restraining the trustees from committing such breach of trust. That was the true test here: *Re Beaupré* (21 L. R. Ir. 397), *Stockley* v. *Parsons* (45 Ch. D. 51), *Clowes* v. *Hilliard* (4 Ch. D. 413); *Davis* v. *Angel* (4 De G. F. & J. 524). Counsel for the trustees was not called upon.

Byrne, J., after stating the facts, said that it was clear that the applicants had no such interest in the trust estate as would entitle them to bring an action for administration. There was no difference between the interest required to bring an administration action and that required to obtain an injunction such as that now asked for. The interest of C. A. Wright, and therefore of the applicants, was not sufficient to enable them to obtain such an injunction. No order except that the applicants must pay the costs of the application.—Counsel, *O. Leigh Clare*; *Buckmaster*. Solicitors, *Charles Rogers*; *Hare & Co.*, for *Andrew Cheale & Co*, Tunbridge Wells.

[Reported by R. Leigh Ramsbotham, Barrister-at-Law.]

High Court—Queen's Bench Division.

In the Matter of **AN ELECTION PETITION FOR THE BOROUGH OF BOSTON, LINCOLNSHIRE. ELEY** (Petitioner) *v.* **DURANT** (Respondent). Div. Court. 1st May.

MUNICIPAL CORPORATIONS ACT, 1882—ELECTION OF COUNCILLOR—VALIDITY OF VOTES—VOTING PAPER WITH X AGAINST PETITIONER'S NAME, BUT WITH A MARK AGAINST THE RESPONDENT'S NAME ALSO.

Special case. On the 23rd of November, 1899, there was an election of a town councillor for the Bargate Ward of the Borough of Boston, Lincolnshire, and the two candidates who went to the poll were James Eley, the petitioner in this appeal, and Charles Durant, the present respondent. The returning officer declared the respondent duly elected. A petition was presented to the High Court, the petitioner praying for a recount, and on the 7th of March Ridley, J., ordered that all the counted and rejected ballot papers relating to the election should be examined by an election court and recounted, and that a special case should be stated shewing the result of such examination and recount, and reserving for the opinion of the High Court such ballot papers as at the conclusion of the recount might remain in dispute. Pursuant to this order the ballot papers were examined and the votes recounted. There were found the following valid votes: For the petitioner 432, for the respondent 429. Five ballot papers purporting to record two votes for the petitioner and three for the respondent were reserved for the consideration of the High Court. Counsel for the petitioner said that on one of the ballot papers there was a well-defined cross against the name of the petitioner, and a mark against that of Mr. Durant. He argued on the authority of the *Cirencester case* (*Lawson* v. *Master*, 4 O'Malley and Hardcastle's Rep. 195) that the petitioner was entitled to record this vote. The court having taken that view, counsel submitted that the question of the validity of the remaining votes became immaterial as in any event the petitioner would have a majority of one vote at least. The respondent did not appear to oppose the application.

THE COURT (LAWRANCE and RIDLEY, JJ.) said there could be no doubt that the voter intended to vote for the petitioner when he filled in the ballot paper under consideration. In their opinion the result of that vote on the election had been correctly indicated by counsel, and they accordingly declared the petitioner duly elected.—COUNSEL, *E. Shortt*; SOLICITORS, *Johnson & Dowding*, for *W. H. Gane*, Boston.

[Reported by ESSKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re **VAVASOUR**, *Ex parte* **VAVASOUR**. Wright, J. 30th April.

BANKRUPTCY—POWER OF TRUSTEE TO EMPLOY SOLICITOR—PERMISSION OF COMMITTEE OF INSPECTION—TAXATION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c 52), s 57, SUB-SECTION 3; s. 73, SUB-SECTION 4—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 15, SUB-SECTION 3.

Application by the debtor for the review of the taxation of the costs of the solicitors employed by the trustee. The debtor in this case had been adjudicated bankrupt and a trustee had been appointed with a committee of inspection. The trustee took over the management of the debtor's estates and succeeded in paying all the creditors in full and leaving a surplus for the debtor. During the course of the bankruptcy the trustee had occasion to grant leases of several farms on the debtor's estate and on each letting he employed a firm of solicitors. When the solicitors' bills were brought before the master for taxation the debtor objected (*inter alia*) to the costs incurred in the letting of the farms, on the ground that the trustee ought to have obtained a separate authorization to employ a solicitor in each case from the committee of inspection. The only authority which the trustee had obtained was contained in the following minute passed by the committee of inspection: "Resolved, that Messrs. Adams & Adams be employed by the trustee when necessary." There was also before the taxing-master an affidavit by the committee of inspection to the effect that this resolution had been intended to cover the cases objected to by the debtor. The taxing-master held that the employment of the solicitors had been duly authorized and passed their bill. The debtor applied to the court to review his decision.

WRIGHT, J., held that, although the committee of inspection had, in fact, intended to authorize the employment of the solicitors on the occasions in questions, the authority they had given was in too general terms, and did not comply with the following provisions of section 57 of the Bankruptcy Act, 1883: "The trustee may, with the permission of the committee of inspection . . . (3) Employ a solicitor or other agent to take any proceedings or do any business which may be sanctioned by the committee of inspection. . . . The permission given for the purposes of this section shall not be a general permission to do all or any of the above-mentioned things, but shall only be a permission to do the particular thing or things for which permission is sought in the specified case or cases." The trustee therefore had not proper authority to employ a solicitor in the cases in question, and the case must be remitted to the taxing master with an intimation to that effect.—COUNSEL, *Ringwood*; *Reed*, Q.C., *Carrington*, and *Frank Mellor*. SOLICITORS, *Robinson, Wilkins, & Walton*; *Adams & Adams*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

It is announced that Sir Nicholas J. Hannen, Chief Justice of the Supreme Court at Shanghai, has died from the effects of pneumonia with complications.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held on Friday, the 27th ult., at the Society's Hall, Chancery-lane, the President (Mr. HENRY MANISTY) taking the chair. The following members of the Council were present: Mr. C. Mylne Barker, Mr. J. S. Beale, Mr. E. K. Blyth, Mr. E. J. Bristow, Mr. E. W. D. Freshfield, Mr. W. H. Gray, Mr. J. W. Howlett (Brighton), Mr. R. Ellett (Cirencester, Vice-President), Mr. H. J. Johnson, Mr. Grinham Keen, Mr. S. H. King, Mr. H. W. Lee, Mr. C. B. Margetts (Huntingdon), Mr. R. Pennington, Sir A. K. Rollit, M.P., Mr C. T. Saunders (Birmingham), Mr. C. Stewart, Mr. W. H. Winterbotham, and Mr. P. Witham; also Mr. H. J. Osborne (Shifnal), extraordinary member of the Council. There was a large attendance of members of the society.

REMUNERATION OF SOLICITORS.

Mr. A. H. HASTIE (London) moved, in accordance with notice: "That the Council be, and they are hereby, directed to take all possible steps to ensure that, in regard to business which persons other than solicitors are entitled to transact for reward (*e.g.*, negotiations for sale of real estate), solicitors shall be entitled to make at least the same charges as are allowed to other persons." He said there were a great many excellent reasons why the charges of solicitors should be limited and liable to taxation with regard to those matters in which they had the exclusive right of doing business, and very good reasons, no doubt, why they should be limited to making only those charges which were usual and proper. But there was no reason why an educated man, with special training and business ability, should not be entitled, at any rate, to make the same charges that could be made by any uneducated man who took out a licence at any Inland Revenue office. The charges allowed under the conveyancing scale were said to have been settled in this way, and he believed it might very well have happened. There was a committee with one solicitor upon it which was charged with the settling of the scale, and the solicitor found himself invited to dine with the rest of the committee. The scale was handed to him, and he was asked whether he approved of it. He said: "Whatever you approve of, I approve of." *Si non è vero, è ben trovato.* Anyhow, he believed the story. Some of the charges made by house agents were beyond the limit charges solicitors were allowed to make with regard to the same business. He had consulted Whitaker's Almanac, and it was there stated with regard to the lease of a piece of building land on which the rent is fixed at £150, the solicitor would get, including the preparation of the lease, which the land agent could not do, £24; the land agent would get one year's rent, £150—six times as much. In the case of negotiation for sale of a freehold for £500, the solicitor would get £5 and the house agent £15. Where the purchase-money was £1,000, the solicitor would get £10 and the agent £27 10s. On a sale of £10,000 the solicitor would be entitled to charge £65 and the house agent £252 10s. On a £100,000 transaction the solicitor would get £290 and the house agent £2,502 10s.

Mr. W. G. BLAKISTON (London) seconded the motion.

Mr. JOHN INDERMAUR (London) said this was a most extraordinary motion. As far as he knew the solicitor was entitled to a certain negotiation fee. He did not know of any law which gave auctioneers or agents any right to a negotiation fee, and with regard to this it must be a matter of contract. No one denied that the solicitor ought to be better remunerated than the man who had received no professional education, but the remuneration was a matter of contract, and there was no law which entitled the auctioneer or agent to make these charges. Solicitors had a certain fixed negotiation fee, and they could also make any other terms by way of contract which they pleased.

Mr. GRINHAM KEEN (London) said that, as everybody knew, the Council had thought that with regard to transactions dealing with land and property solicitors had not been remunerated as they should and that others had been remunerated much more highly than the solicitor. But they were in a very difficult position. Two schemes had been put forward, that of the society and that from Liverpool. Some of the columns were a little closer in the Liverpool scheme and of course the authorities had adopted that. But the Liverpool scheme had meant to give solicitors a great advantage which would make up for the shortcomings from which they had suffered for years, and then the conduct of sales would have been most remunerative to the solicitor. But had anyone ever got what was intended? In the south of England, at any rate, it had proved an absolute dead letter as far as conducting went. The conduct of sales would have properly remunerated the solicitor in dealing with land. But they had failed altogether to get what was intended. They had got the scheme, but it was unworkable. He did not see that they could do anything. He thought they must agree with Mr. Hastie, that the solicitor was overworked and underpaid in this as in many other matters. But he did not quite see how anything could be done that was practicable. When the Council found that the Liverpool scheme was a failure they started a registry for the first time so that the solicitor might always, if possible, earn the negotiation fee. The registry was started because solicitors were losing the benefit of what they thought they would have received. The Council thought they should get the profession to make it a real property mart and mortgage mart. He understood that the registry was going on satisfactorily, slowly but surely, and that letters were received from the country to the effect that it was of the greatest service. He would advise the profession to study the monthly list that was sent out from the registry and to use the registry as much as possible and so make the best they could of what they had got, for he felt pretty sure they would never get anything more.

Mr. CHAS. FORD (London) said he could not support the motion, but he cordially endorsed the remarks of Mr. Keen. He well remembered the history of the matter and the efforts made by the Council. They could only hope that some good might in some indirect way arise out of this discussion.

Mr. E. KIMBER (London) did not quite agree with Mr. Keen that the society could do nothing. The object of these meetings was to get an expression of opinion. There was discontent with the present remuneration; but one thing was certain—namely, that if the remuneration of the profession was too small, the remuneration allowed to persons outside was too large; and if the remuneration allowed outside was fair and reasonable that allowed to solicitors was unfair and unreasonable. This was to be remedied by an expression of opinion. The society ought to express an opinion that the present state of affairs was certainly not logical or reasonable. It was the duty of the society to look the question in the face.

The PRESIDENT said he must confess that he did not regret that the matter had been brought forward, and if the motion could be carried into practice no one in the room would object. What Mr. Indermaur had pointed out was that there was a loophole in the Act and in the rules. The solicitor could make his terms with his own client. It was only when that had not been done that the scale applied. And, as they knew, solicitors did not make terms because they considered it not to be desirable to do so. They must always have that before them in considering any question as to the alteration of rules. To do anything it would be necessary to alter the rules and they must always remember that altering one part might lead to the alteration of another. And although he quite agreed with Mr. Kimber that the expression of an opinion in this hall was a very desirable thing, and although he saw no reason why they should not express an opinion that the remuneration of solicitors for negotiation ought to be larger whilst the remuneration of others ought to be smaller, he personally thought they would be making a mistake in carrying the matter further.

Mr. HASTIE said it was perfectly true that a solicitor could make the agreement, but the solicitor and client could not make it by themselves It would always be subject to reference to a master, and the master would have regard, not to the scale of charges allowed to persons outside, but to the scale under the Conveyancing Act. He did not see what difficulty there would be in altering the scale.

The PRESIDENT thought it would be a mistake to go to a division on the question.

Mr. HASTIE, however, would not consent to withdraw the motion, and it was put to the meeting and negatived.

RESOLUTIONS AT GENERAL MEETINGS.

Mr. HASTIE moved "That bye-law No. 34 be and the same is hereby repealed." He said the bye-law laid it down that no resolution passed at a general meeting should be binding on the society until it had been adopted by the Council or confirmed at the next general meeting. Anyone who had had any experience in trying to carry resolutions in the face of opposition of the Council would know that although it might be possible to get the meeting to pass a resolution, it was impossible to get the same people together again for the purpose of getting it confirmed. It was purely a question as to whether the members liked to have their hands tied in this respect or not.

Mr. FORD seconded the motion. The bye-law was not to be defended, and the Council would be well advised to have some little confidence in the judgment of a general meeting.

Mr. JOHN HOLLAMS (London) thought the suggestion must have been put forward without due consideration. Far be it from him to disparage the opinion of a general meeting, but even though the present meeting was more largely attended than was usual, it was only a very small proportion of the members that was present. Could it be argued that the comparatively few who attended the general meetings, and who were not exclusively the most experienced and competent members of the profession, were to bind by a hasty snatch resolution the whole body of the society? If the resolution was right they might be confident that a subsequent meeting would adopt it. If it was a snatch resolution it would not have any effect.

The motion was negatived by a large majority.

FAILURES IN THE PROFESSION.

Mr. B. R. HEATON (London) moved: "That a committee be appointed to inquire into the advisability of having some compulsory form of insurance among solicitors." He asked that the widest interpretation might be placed upon the term insurance. The time had come when something should be done, and it was advisable to appoint a special representative committee to inquire into the matter. Any scheme must be approached with very great care, and he did not think it would be advisable to discuss it until they had the report of the committee in their hands. But they ought at least to provide a fund to enable the Discipline Committee to take the initiative and to instruct a firm of solicitors to prosecute in any case of fraud. The present system had proved totally inadequate to grapple with what he was sorry to say was a crying need. If a large firm of solicitors failed nothing whatever was done. The very size of the failure seemed to paralyze their hands. It ought to be competent to any member of the general public, or any solicitor, to report any gross case of professional misconduct, and the solicitor concerned ought at once to be called upon to answer and should be suspended from practice until the matter had been thoroughly inquired into. He urged that a strong representative committee should be appointed to inquire into the subject.

Mr. F. KINDER (London) seconded the motion. He observed that there was a very general feeling among solicitors that the matter should be inquired into. Beyond that everything seemed indefinite; but he agreed with the proposition to appoint a committee.

The PRESIDENT: I need hardly say that the Council have noticed with grave concern what has taken place in the public press. The practices which have been disclosed are very painful to all of us. They cause all of us to have somewhat of a feeling of humility. But, as Mr. Heaton said, we must remember, or at least we must not forget, that those cases are individual cases, and we must not allow it to be said or supposed that we are not an honourable profession consisting of honourable men. Various schemes have been proposed during the meetings of many of us, both on the Council and not on the Council, but with one exception, I think, these schemes all remain crude and indefinite, as Mr. Heaton mentioned. And amongst them is that question which Mr. Heaton has immediately referred to of insurance. It is a matter that concerns us all nearly and gravely, and we welcome here the suggestion of a committee composed of members of the society as well as of members of the Council. Of course, the object to be aimed at is to devise some practical scheme which will stop such disgraceful proceedings. Compulsory insurance may not be practicable or may not be sufficient for the purpose, and any other form of insurance may not be sufficient for the purpose. What, therefore, I and the members of the Council would suggest is that Mr. Heaton will allow the terms of his motion to be somewhat extended, and that the wording shall be, "That a committee be appointed to inquire into the best means of protecting the profession and the public against such malpractices as have been disclosed in certain recent cases." The object of this is to use words as wide as possible, and that the committee may be able to roam over the whole field of ideas with a view to protecting the profession and the public against the malpractices which have recently been disclosed.

Mr. HEATON intimated that he welcomed the alteration.

Mr. S. MORSE (London) suggested that it would be advisable to put "public" before "profession" in the motion. The public wanted protecting as much as the profession.

Mr. FORD hoped that course would not be adopted, because this was a matter which deeply concerned the honour of the profession.

Mr. KIMBER protested against any admission that these practices were in any way general. The question was whether a learned profession was to be asked to legislate simply because one in a million of certain transactions carried on by that profession had turned out to be disastrous to some party or another. He did not think the law as at present constituted was too weak to deal with such matters. He protested against legislating in a panic.

Mr. A. J. BLOUNT (London) thought it a very dangerous thing to encourage legislation on the subject of the profession, and he did not know how the object which was contemplated by the motion could be accomplished without legislation. It might be worth the consideration of any committee which might be framed whether the object in view could not be better attained by considering whether it was possible to frame bye-laws of the society which would tend to support the confidence of clients in solicitors who were members of the society. If anyone employed solicitors who were not members of the society he must take the consequence.

Mr. SYDNEY GEDGE, M.P. (London), agreed with Mr. Kimber that they ought not to legislate in a panic; but this was simply the appointment of a committee. He doubted the value of the bye-law which had been suggested, but the committee could consider that together with any other proposals. It seemed to him that the profession ought to take some steps. Owing to certain failures during the last few years there had been unfortunately a suspicion, not altogether deserved, that some solicitors of high standing and reputation were a sort of whited sepulchres and not to be trusted. He was afraid they all suffered from one tainted sheep. It was all very well for Mr. Kimber to talk about one out of a million transactions, but they did not know how many transactions there might have been with regard to any particular firm in which they had gone straight or gone wrong. Quite enough had happened in the last three or four years. In some cases the names were known, and in others the names were open secrets. Whatever it might be, the facts ought to be made known. They should do something to shew that they were determined so far as in them lay to take every means possible and proper for the purpose of preventing crime.

Mr. F. R. PARKER (London) observed that not a word had been said against the appointment of the committee. He ventured to think that no good purpose would be served by discussing the report before it was made.

The resolution was unanimously agreed to.

Mr. GEDGE moved that the Council be requested to appoint the committee.

The PRESIDENT: I shall ask the meeting to allow Mr. Heaton to nominate whom he may choose to serve on the committee—it should not be too large - and to allow the Council to name an equal number, something in the way that it is done in another place, and that the committee should have power to add to their numbers. Because we must remember, as has been stated, that although this is a large meeting, it numbers very few of the large body of our society; and members throughout the whole of the country as much interested in this as we are ourselves. Therefore I would ask that the committee have power to add to their number.

Mr. HEATON then suggested the following members: Mr. H. E. Gribble, Mr. Heaton, Sir George Lewis, Mr. H. D. Norton, Mr. Charles Pemberton, and the Hon. C. Russell, and they were accepted by the President.

THE LONG VACATION.

Mr. H. E. GRIBBLE (London) moved: "That to obviate the delay which occurs between the commencement and trial of actions in the High Court, this meeting requests the Council to take such measures as may seem to them expedient to obtain the repeal of ord. 44, r. 4 and 5, which prohibit

the delivery of pleadings during the Long Vacation." He said the subject had been before the general meetings a great many times and had been considered by the Council and the Bar Council, and up to the present nothing whatever had been done to carry out the resolution passed in this hall that it was desirable to shorten the Long Vacation. The resolution had been also adopted at one or two provincial meetings, and it no doubt received the support of the majority of the profession. The resolution had been put before the proper authority and had been considered by the Bar Council, and the result had been that the Long Vacation had not been shortened, nor as long as we had the present judges on the bench was it likely to be shortened. For nearly three months the legal year was absolutely wasted, and during that time solicitors had to pay all the expenses of their offices and could not half employ their clerks, at all events those who were employed in litigation. One suggestion had been frequently made—namely, that though the courts did not sit, pleadings should be delivered and interlocutory applications attended to during the vacation. That had been considered by the Bar Council and their objection was that it would necessitate the bulk of the officials remaining in town throughout the vacation and that the change would be great and sudden. He would like to abolish the Long Vacation altogether, but they must proceed by steps. He proposed to leave out the question of interlocutory applications and to ask for the delivery of pleadings during the vacation.

Mr. PARKER seconded the motion. He thought it was time the society again dealt with the subject. After many debates the society had arrived at a resolution to the effect that the Long Vacation should begin on the first Monday in August and end on the last Saturday in September. The Bar Council conceded that, but had now gone back and said that nothing should be changed. The bar ought not to be in the position to lay down a law for solicitors perpetually, that which was objectionable to them and to their clients and the many classes connected with solicitors, such as law stationers, printers, expert witnesses, and so on

Mr. FORD had given notice to move "That in the opinion of this society all the offices of the High Court of Justice ought to be open for the transaction of business during the whole of the Long Vacation, and this quite apart from any shortening of the Long Vacation so urgently needed in the interests of the due administration of justice." He said, however, that he would content himself with supporting Mr. Gribble's motion. It was a monstrous thing that they should have to keep on asking for a reasonable reform of the vacation. The vacation had its origin in bygone ages when men were not living in the rapid way we did to-day. The time had come when the whole legal procedure of the country should not be brought to a dead standstill for three months of the year. Unless there was some modification it would amount to a gross denial of justice.

Mr. G. B. CROOK (London) argued that the barristers who remained in town during the vacation were not the men that one would employ to draw pleadings or argue a case in important matters.

Mr. E. K. BLYTH (London) supported the motion. He did not think they would ever obtain a full reconsideration for the Long Vacation in opposition to the opinion of the judges. The judges held determinedly to their holiday, and he thought they would continue to do so, at all events for a considerable number of years. But there was no reason why the holidays of the judges and the holidays of the leading members of the bar, which made practically the difficulty, should lead to a block of general business. That in these days, when there was such an immense growth of business, the whole progress of business and the preparation for the trial of causes after the vacation should be blocked, appeared to him something that could hardly be defended for one moment, nor was it necessary for the object for which the main opponents of the shortening of the Long Vacation struggled. Matters were now dealt with every week during the vacation which twenty or thirty years ago would have been dismissed with costs as not being urgent.

Mr. HASTIE said that if Mr. Gribble was able to get the bar to remain in London during the vacation, he would tell them how they were to get their clients to do so also.

Mr. KIMBER said the reform could be brought about without curtailing holidays. The Lord Chief Justice had over and over again advocated the appointment of another judge during the vacation. He could take a holiday at another time.

The motion was adopted.

LEGAL EDUCATION.

Mr. FORD had given notice to "Call attention to the address on the Study of the Law recently delivered by Mr. Justice Cozens-Hardy before the Liverpool Board of Legal Studies, and will move that it be an instruction to the Council of the society to report specially to the next meeting of the society on the improvements, if any, contemplated by the Council in connection with the legal education of articled clerks." He said it was a serious thing for them when judges went into the provinces and made such speeches as that of Mr. Justice Cozens-Hardy. Mr. Justice Cozens-Hardy had said that it was cheering and encouraging for one coming from London to arrive at a place like Liverpool, where legal education seemed to be believed in. He had asked, "Is law a mere handicraft to be learnt only by apprenticeship and to be treated as a matter of rule of thumb, or is it a science based upon logic, capable of being expounded by competent teachers to earnest and eager students? Now, the former theory that law is a mere handicraft was undoubtedly the theory of our immediate ancestors. It is a theory of many persons to-day; a view which they will not perhaps preach from the housetops, but which they none the less firmly hold. I am afraid it is very widely held; indeed, I am not quite sure that the heresy has not gained a foothold within the walls of the Incorporated Law Society, for they have deliberately apparently given up the attempt to teach law, and confine themselves to examinations in law. I am sure that the theory has still many adherents among the Benchers of the Inns of Court, where I regret to say those of us who take a real and strong interest in legal education are very apt to find ourselves in a small minority." The right hand of fellowship had been extended to the society by those associated with the work of the London University, and he (Mr. Ford) was sorry the Council had not reciprocated that advance. Mr. Justice Cozens-Hardy was not alone in his action, for the Lord Chief Justice, addressing the Nottingham Law Students' Society, said he was glad to know that in their profession the need for a higher and better system of education, broad and liberal and not merely education in the narrower sense, was being recognized, and that amongst the members of the Law Society of Nottingham, which he was glad to know embraced practically all the practising solicitors of Nottingham and the neighbourhood, there were a number of men—graduates of the universities and doctors of law—shewing that in that branch of the profession there was the recognition that a wider breadth of education, and one not merely confined to the more or less narrow path of technical legal profession, was needed. He (Mr. Ford) knew that some of the greatest work done for the society had been done in the provinces. They in London were all behindhand, and he hoped the time was coming when instead of following the lead of others London would lead the whole profession on the subject.

Mr. C. HARCOURT (London) seconded the motion.

Mr GRINHAM KEEN (London) asked Mr. Ford whether he thought they all agreed in these remarks of the judge. He ventured most respectfully to differ from him altogether. What had the bar done with regard to the University at present? Did Mr. Ford expect the solicitors were to pull their house down about their ears and walk into another which was not yet built, and which might not be as good as that which they had quitted? The Council had done the very best they could for many years past in the direction of education. The lectures had been given up owing to articled clerks not finding the time to attend them. The Council gave them up, but they had substituted something else in their stead. There were teachers, aids to reading for examinations, and so on. He could not help remembering that when he was on the Executive Committee of Lord Selborne's School of Law, Lord Selborne was trying to do something which would be bigger, broader, and more scientific; but it was a failure. The bar did not want it, the great majority of solicitors certainly did not want it, and the public took no interest in the subject. The Council had done the best since they had been given the power to examine, and people should not lightly say that they had not done so without knowing the facts of the case. They did what they possibly could to foster the education of articled clerks, and they were always ready and willing to listen to practical suggestions. But generally speaking they were impracticable. They did not want to walk into something that they knew nothing about. They supported the principal towns throughout the kingdom by large grants of money that they might manage the education of articled clerks locally. The Council did as well as they possibly could, and this crying-out about the Law Society seemed to him a very great mistake.

Mr. C. T. SAUNDERS (Birmingham) said he differed from Mr. Grinham Keen on one point. Lord Selborne's scheme was supported by the vast majority of the solicitor branch of the profession, and by at least one-half the Inns of Court. The Inner Temple had been the principal obstacle to the carrying out of the reform. Lincoln's-inn was indifferent; but the Middle Temple and Gray's-inn heartily supported the movement. Mr. Grinham Keen forgot that a petition was signed by an enormous proportion of the solicitor branch in favour of Lord Selborne's scheme. It was not from any indifference on the part of solicitors that the reform had not passed into law. It was entirely through the opposition of the members of the bar and the action of the Inner Temple and Lincoln's-inn.

Mr. HASTIE thought it did not much matter who provided the education, as long as it was provided.

Mr. FORD: Doesn't it?

Mr. HASTIE: No. Although the Preliminary Examination was an utter disgrace, the other examinations had improved year by year, and there was a most marked improvement in the legal knowledge of clerks.

Mr. C. MYLNE BARKER (London) said that the observations to which Mr. Ford had referred had not escaped the attention of the members of the Council, who more particularly laid themselves out to do all they could in the cause of legal education. The remarks of Mr. Justice Cozens-Hardy had been well considered, and the Council were endeavouring, if possible, to devise a scheme which was practicable, which would embrace and enlarge the education of articled clerks. But there were considerable difficulties in the way.

Mr. W. H. GRAY (London) said, as a member of the Examination Committee, that he very much sympathized with what Mr. Ford had said. The committee felt that they were not, unfortunately, doing as much in the cause of legal education as they could wish. They would very much like to do more. But there were difficulties in the way. There was a proverb which said that you may take a horse to the water, but you cannot make him drink, and it was unfortunately the case that the various systems which had been tried by the Council had been submitted to the articled clerks, and they had not taken them up in the way the Council wished. He thought it would be necessary, speaking personally, that they should take articled clerks more into their confidence in order that they might know their needs and requirements, and what sort of education they would be able to attend and would wish to attend. Any form of education must be compatible with the due service under their articles. It must not break in upon those hours of work which were necessary to make them proficient in their business. The education must also be such that it was not confined simply to the London clerk, but it must be also in some way available to the country clerk, who was only in London for a few months. All these were matters of considerable difficulty, but they were all receiving the

attention of the Council, and more particularly of the Examination Committee. They did very much indeed wish to find some more efficient form of education which should be a success.

Mr. FORD said, in reply, that he could hardly hope to live until the Council had evolved some scheme of a substantial nature.

Mr. SAUNDERS: Oh, yes.

Mr. FORD said it was gratifying that the observations of Mr. Justice Owens-Hardy had not been lost sight of by, at all events, some members of the Council. He could not take Mr. Grinham Keen seriously. He had spoken of "large" grants. Why, Birmingham received the munificent sum of £100 yearly, Liverpool an equally munificent amount; Bristol was in hope of getting £50 one of these days; Newcastle only got £100—and these were the splendid grants made by the Council towards legal education. However, he would be content with the valuable discussion which had taken place, and asked to withdraw the motion.

Mr. GRINHAM KEEN asserted that the grants made by the Council to provincial towns were as large as their means would permit. He did not say they were gigantic, but they were as large as their means would allow.

The motion was withdrawn.

MONEYLENDING BILL.

Mr. E. J. TRUSTRAM (London) moved: "That, having regard to the fact that bankers and insurance companies are excluded from the Moneylending Bill now before the House of Commons, solicitors should be similarly expressly excluded, and that the Council be requested to take steps to this end." He said the Bill, which was otherwise quite unobjectionable as it stands, had a rather exceptionable omission. When one came to the definition of a moneylender, and that they had to register themselves, one found that the term was to include every person whose business was that of moneylending. It would be possible for a judge to hold that a solicitor came within the Bill, though he did not say he would do so. But that such a contention should be possible was very undesirable and ought not to exist.

Mr. W. HAZELDINE JONES (London) seconded the motion.

Mr. T. RAWLE (London) hoped the motion would not be carried. He believed the Council had decided they would petition in favour of the Bill.

The PRESIDENT: As a matter of fact the Council have petitioned in its favour.

Mr. RAWLE said the point to which Mr. Trustram had referred was an important one. But he thought it would be a most injurious thing to them as a body of professional men to suggest that they were struck or aimed at by a Bill which was to prevent practices which were notorious or too common among a certain class of people. Solicitors did not come within the description of moneylenders. That was not their business. He thought it would be a very unfortunate thing that the members of their honourable profession should consider themselves as moneylenders.

Mr. KIMBER thought they might very well take the risk of the language of the Bill, which was a sufficient protection.

Mr. R. L. DEVONSHIRE (London) thought it would be very bad policy to suggest that solicitors wished to be included in the Bill. The primary object of their profession being to advise as to law, the less they had to do with lending money the better.

Mr. CROOK said that unfortunately there were solicitors who carried on the business of moneylenders. He wished there were not. He hoped the Bill would pass.

Mr. HASTIE asserted that the Bill would not hit honourable solicitors who carried on a proper business. The profession would never be purged of the dregs, and if solicitors were excepted from the operation of the Bill to-morrow, as soon as it came into force it would be found that the money of all the moneylenders in the kingdom would be passing through the hands of the worst class of solicitors.

Mr. TRUSTRAM said that after the opinions which had been expressed he was prepared to withdraw the motion. If the members were satisfied with the Bill as it stands and felt that there was no necessity to exclude solicitors, though bankers were excluded, he was content to leave the matter.

The PRESIDENT: I should like to answer the question why bankers and insurance companies are excluded from the operation of the Bill. The reason is that it might be considered that bankers and the directors of insurance companies are persons whose business is that of moneylending. I hope it will never be said, and never can be said, that the primary object of a solicitor's business is that of moneylending. If the primary object of a man's business is not moneylending this Bill does not touch him. If it is, let him register himself as a moneylender and be known before the world as such.

The motion was withdrawn.

HOUR OF GENERAL MEETINGS.

Mr. HARVEY CLIFTON (London) had given notice to move "That it would be to the advantage of the society, and a convenience to members, if the meetings of the society were to commence at a later hour, and not earlier than four o'clock." He had, however, written to the secretary to the effect that he was unable to be present, and requesting that the motion might be postponed till the next meeting.

A vote of thanks to the President, moved by Mr. FORD, terminated the proceedings.

GENERAL COUNCIL OF THE BAR.

The annual general meeting of the bar was held in the Old Hall, Lincoln's-inn, on the 1st inst., the Attorney-General presiding.

The ATTORNEY-GENERAL, in moving the adoption of the annual statement of the council, said the suggestions contained in it were of a most valuable character. As to the Long Vacation, he said he could not agree with the reformers on that matter. It was a very dangerous subject to touch upon, and inasmuch as it was to be brought forward at that meeting he would abstain from further comment.

The SOLICITOR-GENERAL seconded the motion, and said it was satisfactory to observe that in connection with the circuit system—a point of capital importance to the profession, to the country, and to the administration of justice—the council had done its duty.

The statement was adopted.

Dr. BLAKE ODGERS, Q.C., moved: "That in the opinion of this general meeting of the bar, it is desirable that the Long Vacation should commence on the 1st of August in each year." Sir Richard Webster had said that perhaps the motion might be dangerous. He ventured to think there was some danger in their not passing a motion on the subject. The matter had been before all four Benches of the Inns of Court, and he believed that all were agreed that the Long Vacation ought to begin on the 1st of August. The only objection he had heard to it was that there were some circuits which were not at an end by the 1st of August. As a matter of fact, however, no real, genuine, honest work was done in the few odd days in August.

Mr. R. B. D. ACLAND seconded the motion, the adoption of which, he said, was desirable for both public and private reasons. The holiday season began on the 1st of August, and it affected not merely the profession and solicitors, but suitors and jurymen.

Mr. REGINALD BROWN, Q.C., while in favour of the motion, said that in his opinion it did not go quite far enough. He moved to add the words "and terminate on the 30th of September." He asked the meeting to say that in the public interest it was desirable that the vacation should be shortened.

Sir EDWARD CLARKE, Q.C., in seconding the amendment, said he had long held, and had more than once expressed at meetings of the bar, his strong conviction that the Long Vacation at present was much too long, and that the length of that vacation was no real advantage to any man in their profession, while it was a serious hindrance to public business and a serious interference with the effective discharge by courts of their public duties. There was no man, however hardly worked in any profession, who could not get in six weeks of a well-spent holiday all the advantage in rest and refreshment to body and mind that a holiday could give. It was a most unfortunate thing for the working younger members of the bar that there should be so very long a period during which they were practically prevented from earning an income in their profession. He had long felt that the difficulty was not with the active members of the bar; it was with a good many members of the bar who were not actively engaged in the performance of its duties, although they nominally belonged to its ranks. Then there were the judges. If one's income went on just in the same way, whether one was taking a holiday or not, one was very much inclined to take a good many holidays. The judges had shewn that they held that view very strongly. Besides the 52 Sundays in the year there were 96 days of the week in the present year upon which the courts were not to sit at all. Saturday was now almost a *dies non*. In addition to the 96 days, therefore, there were 36 Saturdays on which only half a day's work was done, which made 112 or 114 working days which the judge, the master, or the registrar, as the case might be, had for the enjoyment of his leisure. He thought that was an extravagant allowance. It was desirable that the bar should make moderate proposals with regard to the amendment of the Long Vacation, and he would be glad if that large meeting were to accept the proposal of Mr. Brown, and define from the 1st of August to the last day of September as the time which should measure the length of their Long Vacation.

Mr. LEVETT, Q.C., expressed his dissent from Sir E. Clarke's view.

Mr. JOSEPH WALTON, Q.C., without expressing an opinion himself, said he was satisfied that the great majority of those who on previous occasions had voted against any change felt that there was no real demand in the public interest for the shortening of the Long Vacation.

On a show of hands the rider was declared to be lost, and the original motion was carried.

After the transaction of some formal business, the proceedings terminated with a vote of thanks to the Attorney-General, moved by Mr. JOSEPH WALTON and seconded by Mr. REGINALD BROWN.

COMPANIES.

LAW FIRE INSURANCE SOCIETY.

The annual general meeting of the Law Fire Insurance Society was held on Tuesday, at the society's house, Chancery-lane, Sir RICHARD NICHOLSON, chairman, presiding.

The fifty-fourth report stated that the result of the transactions of the past year had been very favourable. The premium income of the year 1899 amounted to £154,545, and shewed an increase of £2,729, over that of the previous year. The total amount insured was estimated at 130½ millions. The sum of £10,000 had been added to the reserve fund. The ratio of losses in 1899 to the net premium income for the year was 39·3 per cent.; the expenses of management were 15 per cent.; and the commission 13·3 per cent. The board had much pleasure in repeating their high appreciation of the active exertions of the numerous agents of the society in the provinces, as well as in the metropolis, and of the zeal and assiduity of the officers of the society. The competition for insurance business throughout the country still pointed to the necessity of that active sympathy and support on the part of the shareholders generally, which had so materially assisted in bringing about the continued success of the society, while a steady flow of new business was essential in order to

secure a continuance of the satisfactory results which had attended the past operations of the office

The SECRETARY (Mr. George William Bell) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report. He thought that, having regard to the figures to which the report referred they might all congratulate themselves upon the result of the year's work. It would be remembered that 1898 was a sorry one for the insurance world and that the Law Fire did not escape the general consequences of a disastrous year; in fact, they had had to draw upon their reserve fund for £30,000 because the losses in 1898 were £103,450 as against £63,800 in 1897, and because, also, the society were anxious to keep up their dividend to the sum to which the shareholders had been accustomed. Of that £30,000 the directors had repaid £10,000, and, after the repayment of that sum, they had in hand an available balance after paying their way in every respect of £45,987 7s. 5d. Before going to the accounts he would like to call attention to what might be thought to have been an omission in the report. Following the example of a great many other offices and participating in the general feeling that those who had gone to the front in South Africa to fight their country's battles were entitled to everybody's consideration, the directors had thought they might run the risk of subscribing £105 to the Lord Mayor's Fund. They hoped that their action would meet with the approval of the shareholders, and the rather because it would only cost them one halfpenny per share. Turning to the accounts, it would be observed that the premium income presented a steady and continuous growth. It amounted to £154,545 in 1899, as against £151,816 in 1898, an increase of £2,729, and this, though not a very large increase, had been arrived at in spite of very continuous, and ever-increasing, competition in the business in which they were engaged. The total sum insured was 130 millions and a-half sterling as against 128 millions in 1898. The ratio of losses to premium income in 1899 was 39·3 per cent. as against 47 per cent. for the year 1898. But that ratio of 1898 had reference only to the losses of that year. When they took into consideration that, they paid in 1898 £31,260 brought forward from 1897, the ratio of loss actually was 61 per cent., they would not fail to observe that the accounts which were now brought down to date covered not only losses paid but losses outstanding. He held in his hand a comparative statement of fourteen fire offices, with a premium income ranging from £60,000 to a million and a-quarter, the average being £450,000 a year. This shewed that the average fire loss was 58 per cent. of the premium income, whilst that of the Law Fire was 39·3 per cent. The ratio of the Law Fire expenses of management for 1899 was 15 per cent., the same as in the previous year. The commission was 13·3, as against 13 per cent. for 1898, making together 28 per cent. The table to which he had referred shewed an average ratio of expenses of 34 per cent. as against the Law Fire's 28 per cent. So, as regarded the ratio of losses and expenses, the Law Fire shewed in a much more favourable position. Coming to the accounts the receipt side shewed a diminution of £738 in the balance brought forward. That was a matter of no importance. The account of 1899 did not shew the following items because they were applicable to 1898: Profit and loss on sales of investments £4,182, and it did not shew that exceptional transfer of £30,000 in 1898 to meet the claims during that year. On the other hand, there was an increase under the following heading—increase in premiums, £2,729, the premium income being for 1899 £154,545, as against £151,816 for 1898. There was a slight increase in interest on investments, and a small increase on transfers of shares. On the other side of the account there were the following differences: The fire losses for 1899 were £60,803 17s. 11d., as against £103,450 10s. 7d. for 1898, shewing a diminution in that respect of £42,647. The following payments shewed increases on the year as compared with 1898: Commission shewed an increase of £354; stamps, £13; fire brigade, £11; income tax, £39; expenses of management, £63; carried to reserve, £10,000. Turning to the balance-sheet; that he thought they would be glad to see was perfectly satisfactory. There was on deposit on the 31st of December £8,000, and in hand £4,736 on the current account more than in 1898. On the one side they had been able to repay £10,000, part of the £30,000 borrowed from the reserve fund. The amount of fire losses outstanding exceeded that of 1898 by £2,021; but this item has been dealt with already by him in referring to the balance available for distribution, which amounted to £45,987 7s. 5d., the balance of the trading for the year. £12,500 had been distributed, equal to a dividend of 5s. per share, by way of interim dividend, and he was glad now to announce that the board had declared an additional dividend of 12s. 6d. per share, making up 17s. 6d. per share, which would absorb £31,250 of that balance and would still leave an available balance of £12,974 after payment of the usual office bonus of £1,763. He hoped they would think that the board had done their duty as regarded the reserve fund; but seeing that they had nearly £13,000 in hand he could not but hope that the time would shortly come when they would see their way to repay another £10,000 to the reserve. He looked upon the strength of the reserve fund as the very essence of good business. He should be very glad to see it increasing as the risks increased. The public looked for it, their constituents looked for it, and he was sure the shareholders would feel that they ought to present a strong front in that respect to those who entrusted the society with their business, seeing that there was a possibility of a rainy day. They no doubt had the command of possibly the best, or some of the best, business in London; but fires were not to be controlled. They were increasing year by year, and the risks were increasing proportionately; and he thought that the reserve fund ought to keep pace with the exigencies to which they were subject by reason of their increased business and the liabilities which it involved. In the list of companies to which he had referred, the directors of which no doubt thought they did their business on as satisfactory lines as did the society, he found they had had to face losses of 82 per cent., of 73 per cent., of 65 per cent., of 62 per cent., and so on of their premium income. It was perfectly true that the society could, if its constituents were good enough to support it as hitherto, command a continuance of the good business which had been its fortune hitherto; but they must not forget that, last year, they had had to take the very serious amount of £30,000 from their reserve fund, and that there might be in store for them troublous times as for other people. There were no doubt some amongst them who looked upon the Law Fire as a kind of machine which was to produce a dividend of 17s. 6d. *coûte que coûte*. He was not one of those, but he did feel that if they were to expect anything like that the shareholders must do as they had done in the past, put their shoulders to the wheel and help the society in every possible way. There were 520 shareholders in the society and 150 of these did not bring in any sort of business at all. He asked these to help themselves to a better dividend by assisting the society. On the other hand the society were deeply indebted to their very strenuous supporters who not only brought all the business they could but influenced others to do so. Fires were on the increase. He had the report of the Fire Brigade Committee before him and he found that the average number of serious fires in the ten years 1889 to 1898 was 164. The number of serious fires in 1899 was 216. The average number of slight fires in the ten years was 3,009; the number of slight fires in 1899 was 3,630. The total average was 3,173 for the ten years whereas the number of fires for 1899 was 3,846. So that there were 673 fires in 1899 above the average of the preceding ten years. That was a matter which they must always bear in mind when they were carrying on their business. He would again make an appeal to the shareholders to do what they could to support the society, which was eminently entitled to their confidence. There was an enormous subscribed capital and a good reserve fund. On the part of his colleagues he expressed their and his own gratitude to their old friend Mr. Bell for his unwearied efforts in the interests of the society and the valuable advice and assistance he was ready to give on all occasions. They were also much indebted to the staff for their loyalty and good offices, to the shareholders for their support, and to the public for their confidence.

Lord HOBHOUSE seconded the motion, and it was unanimously agreed to,

On the motion of the CHAIRMAN, the following directors, who retired by rotation, were re-elected: Mr. Charles Whitbread Graham, Lord Stratheden and Campbell, Mr. John Gwynne James, Mr. George Edgar Frere, Mr. Frederick Morgan, Mr. William Melmoth Walters, Mr. William Williams, Mr. Frederick Parker Morrell, Mr. William Nocton, and Sir Henry Arthur White.

The CHAIRMAN moved, and the retiring auditors were re-elected as follows: Mr. James Frederick Burton, Mr. Edmund Francis Blake Church, Mr. John Henry Hortin, and Mr. Charles Robert Roberts West.

An extraordinary meeting was then held, and

The CHAIRMAN moved to alter the deed of settlement, so that in the event of a director dying or vacating his office otherwise than by rotation, it should be competent for the directors to fill up the vacancy, the director appointed being required to vacate office at the next general meeting, when he should be competent for re-election.

Mr. F. R. PARKER seconded the motion, which was agreed to.

Mr. W. J. CRIPPS, C.B., moved a vote of thanks to the chairman and directors. He observed that the shareholders had to congratulate themselves and the board upon the extremely favourable statement which had been laid before them. He had been connected with the society for a great number of years and had shewn his confidence in it by never attending a general meeting until to-day. He had had a small fire himself, and the society had dealt with him most promptly and liberally. He was sure they agreed with what the chairman had said respecting the reserve. It would not only strengthen the public confidence in the society's position, but it would be a source of strength and profit in other directions.

The motion having been carried,

The CHAIRMAN, in returning thanks on behalf of his co-directors and himself, said that their great desire was to conduct the business on safe lines and to continue to deserve their confidence. He might mention that the society was not affected by the terrible Ottawa fire. That kind of risk did not commend itself to the society, but they were sorry to find that a great many of the other offices were hit somewhat severely by indulging in luxuries of that sort. He understood that a loss of something like £350,000 to £400,000 would fall upon the London offices.

LEGAL NEWS.

OBITUARY.

Sir JOHN BRIDGE died on Thursday in last week after a few weeks' illness. He was the son of Mr J. H. Bridge, of Dover, was educated at Trinity College, Oxford, and was called to the bar in 1850, when he joined the then Home Circuit and obtained a good practice. In 1872 he was appointed police magistrate of Wandsworth, being subsequently transferred to Southwark and finally to Bow-street; and in 1890 he was appointed chief magistrate. Of his admirable discharge of the duties of that responsible office there is and has been but one opinion. He resigned the office in 1899. None, says the *St. James's Gazette*, will miss the late Sir John Bridge more sorely than the poor and needy. It is no secret, to his friends at all events, that his interest in cases which came before him and which seemed to him deserving of pity did not end when he rose from his seat on the magisterial bench. In numberless instances the victim of misfortune or ill-treatment was followed to his or her home, and assistance was given. In this way Sir John would help people to emigrate, or find them a situation, or intercede for them with employers.

Mr. Andrew Tucker Squarey, solicitor, of Liverpool, died on Sunday last, after a fortnight's illness. Mr. Squarey was the son of Mr. Robert Squarey, of Salisbury, and was admitted in 1843. He had been solicitor to the Mersey Docks and Harbour Board since 1867, and he was also clerk to the Wallasey Embankment Commissioners and secretary to the Liverpool Steamship Owners' Association. He was a Governor of University College, Liverpool, and was a Justice of the Peace for Cheshire.

INFORMATION REQUIRED.

Mrs. A. R. Barron.—The Title Deeds relating to certain freehold property known as "Westbury," Grassington-road, Eastbourne, in the county of Sussex, are missing from the custody of the owner, Mrs. A. R. Barron, in whose possession they should be. All persons are hereby warned against dealing with the same in any way by way of deposit or otherwise, and any person giving such information as may lead to the return of the said deeds to the said Mrs. A. R. Barron will receive £50 reward.—Address only Messrs. Langham & Son, solicitors, Eastbourne.

Susannah Gibbs (deceased).—Anyone who can give information with reference to a Will of Susannah Gibbs, late of Gibsurne, Church-lane, Hornsey, is requested to communicate with Robinson, May, & Elliot, solicitors, 22, Charterhouse-square, London, E.C.

GENERAL.

On Wednesday, at the Central Criminal Court, Frederick William Bailey, solicitor, was found guilty of obtaining by false pretences a deed of mortgage and certain title deeds relating to leasehold property, and was sentenced to six months' hard labour.

The Marquis of Salisbury having engaged the Hotel Cecil for his official reception there on the 23rd of May, in celebration of her Majesty's birthday, the annual dinner of the United Law Clerks, fixed for that evening, has been postponed until Friday, the 25th of May.

On the 1st inst. a sitting was held for the public examination of William Charles Walker, described as a solicitor, of 95, Regent-street, but the Assistant Official Receiver stated that the debtor had not surrendered under the proceedings, and the examination was adjourned *sine die*.

At the annual meeting of the Inns of Court Mission on Wednesday, the Lord Chancellor said that those who originated this movement had been surprised at the great success which had attended the efforts of the present warden, the Rev. H. G. D. Latham. The one difficulty now was that they wanted a little more money. The meeting was addressed by the Attorney-General, Mr. Justice Channell, and the Bishop of London.

A correspondent of the *Times* says that plans have been prepared and passed in connection with the erection of four additional courts at the Royal Courts of Justice. The courts will be erected on the ground at the west end of the building, at present laid out as a garden, and will be separated from the main building by the existing footpath. The new building will be connected with the old one by means of a covered passage or gallery.

On the 1st inst., in the House of Commons, Lord H. Cecil asked the Attorney-General whether his attention had been called to an advertisement appearing in the *Times* of the 17th of April which offered an advowson for exchange in a pretty agricultural village, about £250 with early possession, for more valuable one deferred, or nominee whose friends would increase endowment; and whether the attention of the Public Prosecutor would be called to the advertisement with a view to taking such proceedings as might be lawful in the event of the publication of an advertisement suggesting such transaction being proved to be illegal. The Attorney-General said: Since the question of my noble friend appeared upon the paper I have obtained a copy of the advertisement referred to. It is not possible from a mere perusal of the advertisement to say whether an illegal transaction was contemplated. The case is not one in which I should be justified in directing the Public Prosecutor to take any action.

In the House of Commons, on the 26th ult., on the vote to complete the sum of £33,246 for the Land Registry, Sir A. Rollit called attention to the increase of £10,958 in the salaries, and said that he could not see how, for the ordinary purposes of the registry, this increase was demanded. The registry took a considerable time to do its work, and there was no pressure upon it. Apparently also there was a departure this year in the Estimates from an arrangement made by the Government that there should be an experimental trial of the system of compulsory registration limited in the first instance to one county for a period of three years. He wanted to know how the experiment had succeeded, what amount of business had been done, and what generally was the outlook. Mr. Billson also asked for information as to how the experiment had succeeded in London. Mr. Channing invited the Government to say to what extent the owners of real estate had availed themselves of the provisions for registering possessory titles, which, in the course of time, would become absolute titles. The Attorney-General, regretting that he not the information available, undertook to make inquiries before the report stage, and give the House the fullest information in regard to the actual amount of work done in the department. With regard to the increase of expense, it was due to the necessity for an increase of staff. There had been several appointments made in view of the growing business. Under a Bill which had already passed the second reading, the Land Charges Bill, a very substantial amount of work would be done by the Land Registry clerks which had hitherto been done in other offices, and, of course, there would be a saving in those other departments. He did not think anybody ought to be too sanguine at the early stage of such a change as this, but he was informed that there had been a very considerable increase of business, and that the prospects of the usefulness of the Act were very hopeful. He could not give the figures as to the exact number of those who had registered possessory titles.

In the annual address to students in connection with the London Society for the Extension of University Teaching on Saturday last, Professor A. V. Dicey said that, putting the matter broadly, legislation in England had been governed, during the 19th century, by three different currents of opinion; and these three currents of what he might call legal opinion, by which he meant opinion on legal matters, were themselves only the results, the products, of far more general currents of opinion prevailing throughout the nation. These three currents of opinion might be roughly divided into three periods, although they overlapped. The first he called the period of Blackstonian optimism and Eldonian fear of change, from 1800 to 1832. This period was characterized by a general absence of legal change, largely accounted for by the fact that Englishmen held that the British Constitution was almost perfect. One great exception, however, was the abolition of the slave trade, largely the outcome of the great evangelical movement of the time. Another sign of that period was the non-natural reasons for irrational arrangements. Lord Eldon, for example, believed that the severity of the law, which made it possible for a woman to be hanged for stealing goods of the value of 5s., was itself an excellence, because it gave the judges an opportunity of shewing the law's mercy. The second period, from 1820 to 1865, was that of Benthamite individualism. He described Benthamism as systematized *laissez-faire*. Personal freedom in every sphere was the war-cry of this period. From the time at which Benthamism became operative, nearly all the great reforms of the day had one character—they were all attempts to strike away everything which limited individual freedom of action. One of the most effective and wisest pieces of legislation for which the Benthamites were responsible was, in his opinion, the repeal of the Usury Laws. Bentham's tract exposing the fallacies of those laws had never been answered. He should like Lord James or any of those zealous for the renewal of those laws to write an answer to it. The third period, 1850 to 1900, could not be connected, so far as his knowledge went, with the name of any one man. It was what he called the period of collectivism for want of a better name. The essence of it appeared to be that the power of the State should direct and aid the individual in the attainment of his welfare and happiness. The legislation of this period was represented by the whole mass of the labour laws, free education, free libraries, &c.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, May 7	Mr. Carrington	Mr. Jackson	Mr. Godfrey
Tuesday 8	Lavie	Pemberton	Leach
Wednesday 9	Carrington	Jackson	Godfrey
Thursday 10	Lavie	Pemberton	Leach
Friday 11	Carrington	Jackson	Godfrey
Saturday 12	Lavie	Pemberton	Leach

Date.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.
Monday, May 7	Mr. Pugh	Mr. Greswell	Mr. Farmer	Mr. Leach
Tuesday 8	Beal	Church	King	Godfrey
Wednesday 9	Pugh	Greswell	Farmer	King
Thursday 10	Beal	Church	King	Farmer
Friday 11	Pugh	Greswell	Farmer	Church
Saturday 12	Beal	Church	King	Greswell

COURT OF APPEAL.

EASTER SITTINGS, 1900.

(*Continued from p.* 415.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1900.

Welsbach Incandescent Gas Light Co ld v The New Incandescent (Sunlight Patent) Gas Lighting Co ld appl of defts other than Stoneham and Tamburine, from order of Mr Justice Buckley, dated Feb 15, 1900 (produce order) Feb 22

Llanwarne v Butler & Sons appl of pltffs from order of Mr Justice Wright (sitting for Mr Justice Cozens-Hardy), dated Jan 19, 1900 Feb 26

Anderson v Chipchase & Co appl of pltff from order of Mr Justice Byrne, dated Nov 23, 1899 Feb 27

In re Terrey Pitter v Terrey appl of pltffs from order of Mr Justice North, dated Nov 29, 1899 March 1

The Wallasey Urban District Council v Montgomery appl of deft from order of Mr Justice Phillimore (for Mr Justice Farwell, Liverpool District Registry), dated Feb 22, 1900 March 3

In re McCullum McCullum v McCullum appl of deft M K J McCullum from order of Mr Justice Kekewich, dated Feb 14, 1900 March 7

In re The J. L. Young Manufacturing Co ld Young v J L Young Manufacturing Co ld appl of Mark Asford from order of Mr Justice Stirling dated Feb 8, 1900 (produce order) March 8

Bury v Platt appl of pltff from order of Mr Justice Cozens-Hardy, dated Jan 13, 1900 March 9
In re the Borax Co, ld Foster v The Borax Co, ld appl of defts, The Borax Co, ld, from order of Mr Justice Farwell, dated March 5, 1900 (produce order) March 9
In re the Companies Acts, 1862 to 1890, and In re Joseph Hargreaves, ld appl of W M Gray from order of Mr. Justice Cozens-Hardy (for Mr. Justice Wright), dated Feb 15, 1900 (produce order) March 10
Brenchley v Higgings appl of deft from order of Mr. Justice Farwell, dated Feb 16, 1900 March 13
In re Ross Sartorius v Theobald appl of defts, J. Theobald and ors, from order of Mr. Justice Kekewich, dated Feb 1, 1900 (produce order) Feb 23
In re Ross Coles v Theobald appl of defts from order of Mr Justice Kekewich, dated Feb 1, 1900 (produce order) to be heard together March 13
British Motor Syndicate, ld v John Taylor & Sons, ld appl of defts from order of Mr Justice Stirling, dated Feb 15, 1900 March 14
Ballard v Neal appl of pltff from order of Mr Justice Kekewich, dated Dec 19, 1899 March 15
In re Grimston Burney v Street appl of defts, J. Street, jun. and ors, from order of Mr. Justice Byrne, dated Jan 22, 1900 March 16
Rooney v Stanton appl of pltff from order of Mr. Justice Buckley, dated Feb 16, 1900 March 16

FROM THE CHANCERY DIVISION.

Coolgardie Explorers v Kaufman appl of deft Charles Kaufman from order of Mr Justice Cozens-Hardy, dated March 24, 1900 (produce order) March 30
Walker v The Longton Hall Colliery Co, ld appeal of pltff and anr from order of Mr Justice Byrne, dated Dec 20, 1899 (from Final List, by order) Jan 10
In re W H Gladstone and Settled Land Acts, 1882 to 1890 Gladstone v Gladstone appl of pltffs from order of Mr Justice Cozens-Hardy, dated April 9, 1900 (produce order appealed from) April 12

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

1899.

D S Donovan, petnr v M Donovan respt (Martin and Garrett, co-respts) app of petnr from order of Mr Justice Barnes, dated Nov 30, 1899 Dec 7
Countess Cowley, petnr v Earl Cowley, respt appl of petnr from order of Mr Justice Barnes, dated Feb 7, 1900 Feb 19
In re McKenzie Hooper v Mackenzie appl of C McKenzie from order of the President, dated Feb 19, 1900 March 1
Dormer orse Ward, petnr v Ward, respt appl of petnr from order of Mr Justice Barnes, dated Feb 19, 1900, and cross-notice of respt, dated March 5, 1900 March 2

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1899.

In re Travis Frost v Greatorex appl of dft S R Platt from judgt of Vice-Chancellor of County Palatine of Lancaster, dated April 21, 1899, and cross-notice of appl of dfts K Greatorex & anr from order, dated June 15, 1899 (stand over to first Thursday in May) June 15
In re Travis Frost v Greatorex appl of dft J Travis from order of Vice-Chancellor of County Palatine of Lancaster, dated April 21, 1899, and cross-notice of defts K Greatorex & anr (stand over to first Thursday in May) July 1
In re Leyland & Taylor's Contract & Vendor & Purchasers Act, 1874 appl of H. Leyland from order of Vice-Chancellor of County Palatine of Lancaster, dated Feb 26, 1900

FROM THE QUEEN'S BENCH DIVISION.

(In Bankruptcy.)

In re Sutherst (expte The Trustee) against an order made by Mr Justice Wright, on March 10, 1900
In re Abbott, junr (expte The Debtor) from an order made by Mr Registrar Linklater, on March 13, 1900, refusing to rescind the receiving order
In re Wells (expte The Debtor) from a receiving order made by Mr Registrar Brougham, on March 16, 1900
In re Ely (expte The Trustee) from an order of the Divisional Court, dated March 12 & perfected on March 31, 1900
In re Vogeler Co (expte Vogeler Co) petn of Creditors and special manager from an order made by Mr Registrar Linklater, made on April 2, 1900
In re Horsfall (expte The Debtor) from an order made by Mr Registrar Hope, on March 22, 1900, whereby he suspended the discharge of the Debtor for two years
In re Taylor & Morrison (expte The Petitioning Creditor) from an order made by Mr Registrar Linklater, on March 22, 1900, dismissing the petition

JUDGMENT RESERVED.

In re The Workmen's Compensation Act, 1897.

(From County Court.)

In the Matter, &c Law v Craven Bros ld (Crown Side) appl of applicant J Law from award of County Court (Lancashire, Manchester), dated Oct 23, 1899 (c a v Feb 10, 1900)

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1899.

Watson v Borner appl of pltff from judgt of Mr Justice Mathew, dated Aug 3, 1899, at trial without a jury, Middlesex Oct 19
Wesson & anr v Walker appl of pltffs from judgt of English Harrison, QC, Commr., dated Aug 7, 1899, at trial with common jury, Birmingham Oct 24
Foulkes v Berry appl of pltff from judgt of Mr Justice Ridley, dated Aug 4, 1899, at trial without a jury, Middlesex Oct 30
Denaby & Cadeby Main Collieries ld & anr v Hull, Barnsley and West Riding Junction Ry and Dock Co appl of pltffs from judgt of Mr Justice Kennedy, dated Oct 30, 1899, at trial without a jury, Middlesex, and cross-appl of defts, dated Nov 14, 1899 Nov 15
Smith v Stone appl of deft from judgt of Mr Justice Grantham, dated Nov 2, 1899, at trial without a jury, Middlesex Nov 15
Williams v Hooker appl of pltff from judgt of Mr Justice Bigham, dated Nov 3, 1899, at trial without a jury, Middlesex Nov 15
Louis Model v Hannan's Lake View Central ld (Crown side) appl of defts from judgt of Justices Ridley and Darling, dated Nov 4 1899 Nov 24
Faultless v Callard appl of pltff from judgt of Mr Justice Bruce, dated Nov 10, 1899, at trial without a jury Nov 25
Vestry of the Parish of St Marylebone v Sheriff of London appl of deft from judgt of Mr Justice Bigham, dated Nov 22, 1899, at trial without a jury Dec 1
Cohen v Tannar appl of deft from judgt of Mr Justice Ridley, dated Nov 29, 1899, at trial with common jury, Middlesex Dec 6
Estates & Investment Corpn ld v Bunn appl of deft from judgt of Mr Justice Grantham, dated Nov 15, 1899 Dec 8
Deakin v Birmingham Great Western Ry Co ld appl of pltff from judgt of Mr Justice Channell, dated August 10, 1899 (jury discharged), Birmingham Dec 16
Bostock v Ramsey Urban District Council appl of defts from judgt of Lord Chief Justice, dated Nov 6, 1899, at trial with special jury, Middlesex Dec 20
Handyside & Co v New Brighton Tower (Peters & Sons, 3rd parties) appl of third parties from judgt of Mr Justice Phillimore, dated Dec 4, 1899, at trial with special jury, West Derby Dec 22
The Lyle Shipping Co ld v The Corpn of Cardiff (Churchill & Son, 3rd parties) appl of pltffs from judgt of Mr Justice Bigham, dated Dec 5, 1899, at trial without a jury (Commercial List), Middlesex Dec 23

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1899.

Woolley v Manchester Ship Canal Co appln of defts for judgt or new trial on appl from verdict and judgt, dated March 13, 1899, at trial before T H Baylis, Esq, and special jury (Court of Passage, Liverpool) —Pltff dead April 19
Grahame v Robertson appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 12, 1900, at trial before Mr. Justice Grantham and special jury, York Dec 23

1900.

Sampson v The Lowestoft Net Works ld appln of defts for judgt or new trial on appl from verdict & judgt, dated Jan 24, 1900, at trial before Mr Justice Lawrance and special jury, Middlesex Feb 27
Phillpotts v Day appln of deft for judgt or new trial on appl from verdict & judgt, dated Feb 28, 1900, at trial before Mr Justice Darling and common jury, Middlesex March 7
Robertson & anr v Wall & Son & anr appln of defts for judgt or new trial on appl from verdict and judgt, dated March 1, 1900, at trial before Mr Justice Lawrance and common jury, Middlesex March 8
Vizetelly v Mudie's Select Library ld appln of defts for judgt or new trial on appl from verdict and judgt, dated March 6, 1900, at trial before Mr Justice Grantham and special jury, Middlesex March 9
Florence v Knott appln of pltff for judgt or new trial on appl from verdict & judgt, dated Jan 18, 1900, at trial before Mr Justice Lawrance and special jury, Middlesex March 10
Coltman v Jones appln of pltff for judgt or new trial on appl from verdict & judgt, dated March 6, 1900, at trial before Justic Lawrance & special jury, Middlesex March 13
Gilroy v Astley appln of pltff for judgt or new trial on appl from verdict & judgt, dated March 12, 1900, at trial before Mr Justice Grantham March 13
Harrison v Richard Cooper & Co appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 27, 1900, and notice of cross-appl by pltff, dated March 29, 1900, at trial before The Lord Chief Justice and special jury, Derby March 15
Sutton v Clarke appln of deft for judgt or new trial on appl from verdict and judgt, dated March 8, 1900, at trial before Mr. Justice Phillimore and common jury, Middlesex March 16
Aldridge, Douglas & Co v Kynaston appln of pltff for judgt or new trial on appl from verdict and judgt, dated March 5, 1900, at trial before Mr Justice Phillimore and common jury, Middlesex March 16
G Snaith v R Smith appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 26, 1900, at trial before Mr Justice Bigham and common jury, Newcastle-on-Tyne March 19
Wigglesworth v The Urban District Council of Kingswood and the Kingswood School Board appln of the Urban District Council for judgt or new trial on appl from verdict and judgt, dated Feb 24, 1900, at trial before Mr Justice Wright and special jury, Bristol March 20

Clayton v The Midland Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated March 22, 1900, at trial before Mr Justice Day and special jury, Leeds April 2

Owen v Lavery appln of defts for judgt or new trial on appl from verdict and judgt, dated March 26, 1900, at trial before Mr Justice Grantham and special jury, Middlesex April 2

Hambro v Link appln of deft for judgt or new trial on appl from verdict and judgt, dated March 29, 1900, at trial before Mr Justice Grantham and special jury, Middlesex April 4

Balcon v Thomas appln of deft for judgt or new trial on appl from verdict and judgt, dated March 27, at trial before Mr Justice Ridley and common jury, Middlesex April 6

Cull & Rooke v The Great Eastern Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated March 29, 1900, at trial before Mr Justice Grantham and special jury April 6

Murray v Pratt appln of pltff for judgt or new trial on appl from verdict and judgt, dated March 26, 1900, at trial before Mr Justice Grantham and special jury, Middlesex April 7

Bill v The Mayor, &c, of the Borough of Smethwick and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated March 24, 1900, at trial before Mr Justice Darling and a jury, Birmingham April 7

Posner v Osterlein appln of deft for judgt or new trial on appl from verdict and judgt, dated March 30, 1900, at trial before Mr Justice Bruce and common jury, Middlesex April 9

Tidden Smith & Wife v Inns of Court Hotel ld appln of defts for judgt or new trial on appl from verdict & judgt, dated March 30, 1900, at trial before Mr Justice Grantham & special jury, Middlesex March 10

Pritchard v Doughton, Lovyck & Co appln of defts for judgt or new trial on appl from verdict and judgt, dated April 4, 1900, at trial before Mr Justice Darling & common jury, Middlesex April 11

Gladden v Dean appln of W H Gladden for judgt or new trial on appl from verdict & judgment, dated April 4, 1900, at trial before Mr Justice Darling & common jury, Middlesex April 12

(To be continued)

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 8.—Messrs. Douglas Young & Co., at the Angel Hotel, Ilford, at 7: 73 Plots of Freehold Building Land, situate in Ingleby and Valentines-roads, on the Central Park Estate, adjoining the Ilford Public Park. Solicitors, Messrs. Gustavus Thompson & Sons, London. (See advertisement, April 28, p. 3)

May 9.—Messrs. Farebrother, Ellis, Egerton, Beach, Galsworthy, & Co., at the Old Bull Hotel, Blackburn:—Lancashire, Blackburn, The Bradshaw Estate: Freehold Block of Property, producing £204 per annum, arising out of six capital Business Premises, with warehouses and stabling in rear. Also Freehold Ground-rents, of £627 4s. 11d. per annum, secured upon properties situate in the borough, comprising portions of the Corporation Gas Works, Fish and Poultry Markets, Bells Vue Cotton Mills and other works, portion of the Victoria Brewery, Greaves-street Cotton Mill and Horrick's Factory, the Victoria Boiler Works, the Montague-street Baptist Chapel and Schools, 19 public and beer-houses, 578 shops and dwelling-houses. Let on leases, having over 900 years unexpired; value about £8,696 per annum. Solicitors, Messrs. Hunter & Haynes, London; and Messrs. Ainsworth, Sanderson, & Howson, Blackburn. (See advertisements, April 28, p. 3)

May 9.—Messrs. Douglas Young & Co, at the Mart, at 2:—Clapham: Two eight-roomed Houses, producing £38 and £54 14s. Solicitors, Messrs. J. N. Mason & Co., London.—Forest Hill: Freehold Detached Villa; rental value £55. Solicitors, Messrs. Fraser & Christian, London.—Clapham-common: Residence, let at £50 per annum. Policy of Insurance in the Law Life for £300 and profits; gentleman aged 60. Solicitor, M. J. Jarvis, Esq., London.—Catford: Freehold Building Land. Solicitors, Messrs. Morse, Simpson & Bowen, London.—Brixton: Leasehold Residence; rental £32. Solicitors, Messrs. Hollams, Sons, Coward, & Hawksley, London. (See advertisement, April 28, p. 3.)

May 10.—Messrs. Geo. Gouldsmith, Son, & Co, at the Mart, at 2:—Belgravia: Leasehold Investments on the Westminster Estate, comprising Three Private Residences; Business Premises with residential rooms above; and a Ground-rent of £10 per annum. Solicitors, Messrs. Shepheards & Walters, London. (See advertisement, this week, p. 3)

May 10.—Messrs. Ilbe, Sons, & Co.:—Plots of Freehold Land by Easy Payments, situated at Southend-on-Sea. (See advertisement, April 28, p. 3.)

May 10.—Messrs. C. C. & T. Moore, at the Mart, at 2: Freehold Properties in Bethnal Green, Leman-street, E.C, Theydon Bois, Pleroing-hill, Whitechapel, Walthamstow, and Limehouse. Leaseholds at Houndsditch, Bow, Stepney, and Mile End. (See advertisement, this week, p. 3.)

May 10.—Messrs Douglas Young & Co, in a Marquee on the Estate, at 1: Ilford Park Estate, 318 Plots of Freehold Building Land, with frontages of from 16ft to 25ft., and depths 120ft. to 145ft Solicitors, Messrs. Thorne & Welsford, London. (See advertisement, April 28, p. 3)

May 11.—Messrs. Dolman & Pearce, at the Mart, at 2, Freehold Business Premises in Bell-yard, Temple Bar. (See advertisement, this week, p. 3)

RESULTS OF SALES.

Messrs. H. E. Foster & Cranfield, at their Auction on Wednesday last, disposed of Nos. 1 and 2, Roxeth-villas, Headstone-road, Harrow, a pair of semi-detached Residences, let at £56 per annum, for £540; also No. 65, Queen's-road North, Uxbridge-road, W., let at £29 per annum, for £265.

Reversions and Life Policies, &c.

Messrs. H. E. Foster & Cranfield held their fortnightly sale (No. 668) of the above Interests at the Mart, E.C., on Thursday last, when a total of £6,995 was realised.

REVERSIONS:		£
To One-sixth of £4,626 New Consols, life 60, and Absolute to One-third of £1,193, life 63	Sold	500
Absolute to a Fund of about £5,100; life 57	,,	2,370
LIFE POLICIES for £1,000; life 72	,,	675
A MOIETY of Business Premises at Finsbury, producing £496 per annum	,,	1,060
MORTGAGE DEBT for £600	,,	550
ANNUITY or RENT-CHARGE of £135 18s.	,,	1,140

Messrs. C. C. & T. Moore sold at the Mart, on Thursday last, Freehold Shops and Warehouses in Whitechapel—namely, Nos. 8, 10, 12, and 14, Church-lane, near the Parish Church—for £7,020; Villa in Stratford-road, Plaistow, £380; Five Freeholds in Pevensey-road, Forest Gate, £1,310; a Freehold Residence in Earlham-grove, Forest Gate, £630; Two Houses in Carnarvon-road, Romford-road, £1,200; a Freehold Residence in Atherton-road, £675; a Plot of Land adjoining, £150; a House in the Broadway, Plaistow, £275; Four Houses in Grafton-road South, £1,175; and one in Libra-road, £260. Total of sale £13,055.

WINDING UP NOTICES

London Gazette.—Friday, April 27.

JOINT STOCK COMPANIES.

Limited in Chancery.

Associated Consols, Limited—Creditors are required, on or before Friday May 18, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Treweek, Finsbury House, Blomfield st

Cooper's Australasian Exploring Co, Limited (in Liquidation)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to G. G. Walker, 19, St Swithin's lane

Cuttriss, Wallis, & Co, Limited—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to James William Close, Greek st chmbrs, Leeds Scatchard & Co, Leeds, solors to liquidator

Desirable Proprietary Gold Mines (W.A.), Limited (in Liquidation)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Robertson Lawson, 34, Old Broad st

John Sudall & Sons, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Smethurst, 26, Pall Mall, Manchester. Boardman, Manchester, solor for liquidator

Klondyke, Yukon, and Stewart Pioneers, Limited—Creditors are required, on or before Saturday, May 26, to send their names and addresses, and the particulars of their debts or claims to William Ernest Treweek, Finsbury house, Blomfield st

Kurnalpi Gold Exploration and Development Co (W.A.), Limited (in Liquidation)—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook

London and Provincial Cycle Insurance Corporation, Limited—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Joseph Littleton, 1, Stephen st, Bristol. Tanner & Clarke, Bristol, solors to liquidator

Scottish Joint Stock Trust, Limited—Petn for winding up, presented April 24 directed to be heard on May 9 Lewis & Lewis, Ely pl, Holborn solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

Shaws, Bryant, & Co, Limited—Creditors are required, on or before June 11, to send their names and addresses, and the particulars of their debts or claims, to George Clark, jun, 7, St Mildred's ct, Poultry. McKenna & Co, Basinghall st, solors to liquidators

Standring Patent Letter Co, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to William Crossley, Cromwell bldgs, Blackfriars st, Manchester. Chapman & Co, Manchester, solors for liquidator

Thongers', Limited—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Albert Cripwell, 12, Cherry st, Birmingham

United Australian Exploration, Limited—Petn for winding up, presented April 25, directed to be heard May 9. Godfrey & Webb, 4 & 5, West Smithfield, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

United Australian Exploration, Limited (in Liquidation)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to G. G. Walker, 19, St Swithin's lane

London Gazette.—Tuesday, May 1.

JOINT STOCK COMPANIES.

Limited in Chancery

Arcadia Gold Mines, Limited—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Edward T. Read, Copthall House, Copthall avenue. Birchall, 85, Gracechurch st, solor to liquidator

Commerce, Limited—Petn for winding up, presented April 25, directed to be heard on May 9. Ashwell & Co, 79, Queen st, Cheapside, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

Crown Point Gold Mines, Limited—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Edward T. Read, Copthall House, Copthall avenue. Birchall, Gracechurch st, solor to liquidator

Cue Victory Mines, Limited—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Edward T. Read, Copthall House, Copthal avenue. Birchall, Gracechurch st, solor to liquidator

Landak Diamond Fields, Limited—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorne, Leadenhall bldgs

Liver Acetylene Gas Co, Limited—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to W E Stacey, 2, Molyneux pl, Old Church yard, Liverpool

London and Provincial Cycle Insurance Corporation, Limited—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Joseph Littleton, 1, Stephen st, Bristol. Tanner & Clarke, Bristol, solors to liquidator

"Mancestria" Steamship Co, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to James Henry Goodyear, 31, James st. Liverpool

Roshampton Stud Co, Limited—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Arthur Edwin Woodington, 6, Philpot lane

Southport Pavilion and Winter Gardens Co, Limited—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Crane, 211, Lord st. Southport Threlfall, Southport, solor to liquidators. (The above notice does not apply to the New Winter Gardens Co, Limited)

FRIENDLY SOCIETIES DISSOLVED.

Female Friendly Society, Rose and Crown Inn, Wood Market, Lutterworth, Leicester April 19

Good Samaritan Juvenile Lodge of Friendly Mechanics Society, Braddyls Arms, Market st, Ulverston, Lancaster April 24

North Star Lodge, 218, Grand United Order of Oddfellows, Lamb Hotel, Church st, Preston, Lancaster April 20

To Solicitors, Real Estate Owners, and Representatives.—We obtain Best Prices for all Quantities of Second-hand and Defective Rails, Scrap Iron, Old Plant, &c. We undertake to SELL for Clients, at a moderate commission, or to Purchase outright where necessary, all Iron, Steel, and Heavy Goods, Castings, &c. Highest references. Write or wire—Mordaunt Lawson & Co., Workington, Cumberland (Telegrams: Mordaunt, Workington; Telephone: No. 9), and Branches at Belfast, Birmingham, Carlisle, London, Liverpool, and Middlesborough.—[Advt.]

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[Advt.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 27.

RECEIVING ORDERS.

AINSWORTH, ERNEST ALBERT HARRISON, H M Convict Establishment, Portland, Company Promoter High Court Pet Feb 23 Ord April 23

ANDREWS, GEORGE, Birmingham, Brass Caster Birmingham Pet April 9 Ord April 24

ATHYA, EDWIN, Blackheath High Court Pet April 24 Ord April 24

BALL, CHARLES EDWARD, Hammersmith, Contractor High Court Pet March 30 Ord April 24

BERNARD, HENRY PETER, H M Convict Establishment, Parkhurst, I of W, Company Promoter High Court Pet Feb 23 Ord April 23

BRADY, THOMAS, Wickham Market, Suffolk, Farmer Ipswich Pet April 24 Ord April 24

BRENNAN, J, Broad st, Golden sq, Tobacconist High Court Pet March 30 Ord April 23

BUCKLEY, WILLIAM CHARLES, and FREDERICK LE CROISSETTE, Foubert's pl, Regent st, Furniture Manufacturers High Court Pet April 25 Ord April 25

BYERS, RALPH, Headlam, Durham, Shoemaker Stockton on Tees Pet April 24 Ord April 24

CAMERON, ALEXANDER, Erdington, Warwick, Builder Birmingham Pet April 25 Ord April 25

CARR, DAVID SHARP, Draycott, Somerset, Farmer Wells Pet April 23 Ord April 23

CARTER, WILLIAM ABSALOM, Walsall, Grocer Walsall Pet April 23 Ord April 23

CLEGG, GEORGE, Dewsbury, York, Blacksmith Dewsbury Pet April 23 Ord April 23

CUTHBERTSON, SYDNEY FAIRFAX, Hotel Cecil, Strand, Importer High Court Pet March 7 Ord April 23

DOBSON, EDGAR AUSTIN, Rochdale, Butcher Rochdale Pet April 23 Ord April 23

DRESEL, ADOLPHE, Anerley, Surrey Croydon Pet March 15 Ord April 24

DUNN, GEORGE, Alfreton, Derbyshire, Grocer Derby Pet April 21 Ord April 23

ENGLISH, RICHARD, Bishop Auckland, Draper's Assistant Durham Pet April 21 Ord April 21

FLECKENSTEIN, WALTER, Islington, Manufacturer's Agent High Court Pet April 23 Ord April 23

GREEN, ELI, Halifax, Drysalter Halifax Pet April 23 Ord April 23

HARDY, SAMUEL, Horley, Surrey, Florist Croydon Pet March 24 Ord April 24

HARVEY, EDWARD, Croydon, Fruiterer Croydon Pet April 7 Ord April 24

HODGSON, WILLIAM MASSEY, Nottingham, Grocer Nottingham Pet April 25 Ord April 25

KEMMIS, WILLIAM, Woolton Hill, nr Newbury, Berks Breeder of Horses Newbury Pet April 21 Ord April 21

LESLIE, WILLIAM FORBES, York gate, Marylebone rd High Court Pet Feb 16 Ord April 25

MAISEY, WILLIAM, Swindon, Wilts, Racing Tout Swindon Pet April 6 Ord April 25

MITCHELL, JOSEPH, Hunslet, Leeds Leeds Pet April 23 Ord April 23

MOUNT, WILLIAM, Wingham, nr Dover, Farmer Canterbury Pet April 25 Ord April 25

NICHOLLS, JOB, Deptford, Wood Turner Greenwich Pet March 26 Ord April 24

PEMBO, CHARLES, Hammersmith, Interpreter High Court Pet April 24 Ord April 24

PRICE, ISAAC, Dowlais, Glam, Labourer Merthyr Tydfil Pet April 25 Ord April 25

REAY, JOHN, and WILLIAM REAY, Etterby, nr Carlisle, Coal Agents Carlisle Pet April 25 Ord April 25

RHODES, CHARLES JOSEPH, Leeds, Commercial Traveller Leeds Pet April 5 Ord April 23

RHODES, WILLIAM HENRY, Norton, Durham Stockton on Tees Pet April 24 Ord April 24

RICHARDSON, DAVID MORRIS, Pimlico, Oil Merchant High Court Pet April 25 Ord April 25

RUDGE, ARTHUR ERNEST, Sharpness, Glos, Bootmaker Gloucester Pet April 23 Ord April 23

SANDERSON, HENRY ARTHUR, Erith, Kent, Contractor Rochester Pet April 11 Ord April 23

SHORT, ALBERT EDWARD, Normanton, Hairdresser Wakefield Pet April 23 Ord April 23

SLINGER, ELIJAH, St Bees Cumberland, Master Quarryman Whitehaven Pet April 20 Ord April 20

SMITH, GEORGE, Birkdale, Lancs, Contractor Liverpool Pet April 23 Ord April 23

SNOAD, GEORGE WILLIAM, Boughton Aluph, Kent, Licensed Victualler Canterbury Pet April 21 Ord April 21

SPEARING, ANDREW, Patricroft, Lancs, Physician Salford Pet April 24 Ord April 24

THOMPSON, HENRY, St Mary Church, Devons, General Outfitter Exeter Pet April 24 Ord April 24

TONNIES, A, Two Mile Ash, nr Horsham, Sussex Brighton Pet March 8 Ord April 25

TRENEER, RICHARD, Truro, Cornwall, Innkeeper Truro Pet April 24 Ord April 24

TRIMMER, ALFRED, Wells, Somerset, Grocer Wells Pet April 25 Ord April 25

WOODALL, WILLIAM ARTHUR West Didsbury, Boot Dealer Manchester Pet April 23 Ord April 23

YEATES, GEORGE HARDWICK, Clevedon, Somerset, Butcher Bristol Pet April 24 Ord April 24

FIRST MEETINGS

ATHYA, EDWIN, Blackheath May 7 at 2 30 Bankruptcy bldgs, Carey st

BISHOP, AUGUSTINE, Accrington, Wholesale Confectioner May 9 at 1 County Court house, Blackburn

BRAMBLE, BENJAMIN, Portsea, Contractor May 4 at 3 Off Rec, Cambridge junct, High st, Portsmouth

BROWN, GEORGE THOMAS, Bradford, Fruiterer May 4 at 11 Off Rec, 31, Manor row, Bradford

BRYANT, ALBERT EDWARD, Southampton, Furniture Dealer May 7 at 3.15 Off Rec, 172, High st, Southampton

CADWALLADER, JOHN LUCAS, Bishop's Castle, Salop, Butcher May 7 at 10 4, Corn sq, Leominster

CRAIG, ROBERT, Salford, Lancs May 4 at 2.30 Off Rec, Byrom st, Manchester

CUTHBERTSON, SYDNEY FAIRFAX, The Hotel Cecil, Strand, Importer May 4 at 2 30 Bankruptcy bldgs, Carey st

DAVIES, DAVID RICHARD, Swansea, Commercial Traveller May 8 at 12 Off Rec, 31, Alexandra rd, Swansea

DINKELSPIEL, SIMON LEWIS, King st, Cheapside May 4 at 11 Bankruptcy bldgs, Carey st

DU BOYS HUBERT and ERNEST F DOUGLAS, Ludgate hill May 4 at 11 Bankruptcy bldgs, Carey st

DUNN, GEORGE, Alfreton, Derbys, Grocer May 4 at 12 Off Rec, 47, Full st, Derby

EVANS, FRANK RIDOUT, St Mary Church, Devon May 11 at 11 The Castle, Exeter

FRASER, NORMAN WALDEN, Esmond rd, Bedford Park May 5 at 11 30 Off Rec, 95, Temple chmbrs, Temple av

GOLDSTEIN, WILLIAM ISAAC, and ZACHARIAS ZARENSKY, Warrington, Furniture Dealers May 4 at 10.50 Court house, Palmyra sq, Warrington

HOLLAND, THOMAS, Leominster, Carpenter May 7 at 10 4, Corn sq, Leominster

HOWELLS, DAVID, Ferndale, Glams, Boot Repairer May 7 at 12 135, High st, Merthyr Tydfil

JAMES, JAMES ARTHUR, Llanbadarnfawr, Cardigans, Farmer May 8 at 12.30 Town Hall, Aberystwith

LINDLEY, WILLIAM CHARLES, Fallowfield, Lancs, Haberdasher May 9 at 3 Off Rec, Byrom st, Manchester

MASKREY, PHILIP JAMES, Derby, Coppersmith May 4 at 11 30 Off Rec, 47, Full st, Derby

MIRANDE, ALFRED, Blackpool, Grocer May 4 at 3 Off Rec, 14, Chapel st, Preston

MITCHELL, JOSEPH, Leeds May 4 at 12 Off Rec, 22, Park row, Leeds

OSBORNE, GEORGE DANIEL, Pontypridd, Engine Driver May 4 at 3 135, High st, Merthyr Tydfil

PARSONS, JAMES SALMON, New Bond st, Ladies' Tailor May 9 at 11 Bankruptcy bldgs, Carey st

PHILLIPS, WALTER, Leadenhall st May 7 at 12 Bankruptcy bldgs, Carey st

POOLE, WILLIAM, Crewe, Fitter May 4 at 2 30 Off Rec, King st, Newcastle under Lyme

READ, C, East Dulwich, Surrey, Baker May 7 at 11 Bankruptcy bldgs, Carey st

RHODES, CHARLES JOSEPH, Armley, Leeds, Commercial Traveller May 4 at 12.30 Off Rec, 22, Park row, Leeds

ROE, CLARENCE HENRY, Leeds, Artist May 4 at 11.30 Off Rec, 22, Park row, Leeds

SANDERSON, HENRY ARTHUR, Erith, Kent, Contractor May 14 at 11.30 115, High st, Rochester

SHORT, ALBERT EDWARD, Normanton, Yorks, Hairdresser May 4 at 11 Off Rec, 6, Bond ter, Wakefield

SLINGER, ELIJAH, St Bees, Cumberland, Master Quarryman May 9 at 11 County Court house, Whitehaven

SUSANS, GEORGE, Prittlewell, Essex, Builder May 7 at 3 95, Temple chmbrs, Temple av

TAYLOR, JAMES, Blackburn, Slater May 9 at 12 30 County Court house, Blackburn

THOMPSON, HENRY, St Mary Church, Devon, General Outfitter May 9 at 10.30 Off Rec, 13, Bedford crcs, Exeter

THROUP, WILLIAM JOSEPH, Lee's, Butcher May 4 at 11 Off Rec, 22, Park row, Leeds

TRENEER, RICHARD, Truro, Cornwall, Innkeeper May 7 at 12 Off Rec, Boscawen st, Truro

WATSON, STEPHEN, Windsor May 5 at 3.30 Townhall, Windsor

WELLS, EDWARD JOHN, Windsor, Carpenter May 5 at 3 Townhall, Windsor

ADJUDICATIONS.

BASHALL, BELLA, Chiswick, Actress High Court Pet Feb 24 Ord April 24

BLAKER HUGH OSWALD, Teddington, Artist Kingston, Surrey Pet April 3 Ord April 25

BRADBROOK, ROBERT STANLEY, Penge, Surrey, China Dealer Croydon Pet April 2 Ord April 19

BRADY, THOMAS, Wickham Market, Suffolk, Farmer Ipswich Pet April 24 Ord April 24

BRYANT, ALBERT EDWARD, Southampton, Furniture Dealer Southampton Pet April 21 Ord April 25

BUCKLEY, WILLIAM CHARLES and FREDERICK LE CROISSETTE, Foubert's pl, Regent st, Wholesale Manufacturers High Court Pet April 25 Ord April 25

BUTSON, JOHN, Wormwood st High Court Pet March 9 Ord April 23

BYERS, RALPH, Headlam, Durham Shoemaker Stockton on Tees Pet April 24 Ord April 24

CARR DAVID SHARP, Draycott, Somerset, Farmer Wells Pet April 23 Ord April 23

CARTER WILLIAM ABSALOM, Walsall, Grocer Walsall Pet April 23 Ord April 23

CLACEE, WILLIAM, Wanstrow, Somerset, Hotel Keeper Frome Pet March 27 Ord April 23

CLEGG, GEORGE, Dewsbury, Blacksmith Dewsbury Pet April 23 Ord April 23

DOBSON, EDGAR AUSTIN, Rochdale, Butcher Rochdale Pet April 23 Ord April 23

DUNN, GEORGE, Alfreton, Derby, Grocer Derby Pet April 21 Ord April 25

ENGLISH, RICHARD, Bishop Auckland, Draper's Assistant Durham Pet April 21 Ord April 21

GREEN ELI, Halifax, Drysalter Halifax Pet April 23 Ord April 23

HARDING, WILLIAM, Bromley, Kent, Tailor Croydon Pet Jan 19 Ord April 20

HODGSON, WILLIAM MASSEY, Nottingham, Grocer Nottingham Pet April 25 Ord April 25

KEMMIS, WILLIAM, Woolton Hill nr Newbury, Breeder of Horses Newbury Pet April 21 Ord April 21

MCCLEMENT, BENJAMIN, Wallasey, Cheshire, Boot Dealer Birkenhead Pet March 29 Ord April 24

MITCHELL, JOSEPH, Leeds Leeds Pet April 23 Ord April 23

MOFFATT, EDWARD HERBERT, Blackpool, Temperance Caterer Walsall Pet March 15 Ord April 20

MOUNT, WILLIAM, Wingham, nr Dover, Farmer Canterbury Pet April 25 Ord April 25

PAYNE, EDWIN MARSHALL, Birmingham, Farmer Kidderminster Pet March 30 Ord April 24

PEMBO, CHARLES, Hammersmith, Interpreter High Court Pet April 24 Ord April 24

PRICE, ISAAC, Dowlais, Glam, Labourer Merthyr Tydfil Pet April 25 Ord April 25

REAY, JOHN, and WILLIAM REAY, Etterby, nr Carlisle, Coal Agents Carlisle Pet April 25 Ord April 25

RHODES, WILLIAM HENRY, Norton, Durham Stockton on Tees Pet April 24 Ord April 24

RICHARDSON, DAVID MORRIS, Pimlico, Oil Merchant High Court Pet April 25 Ord April 25

RUDGE ARTHUR ERNEST, Sharpness, Glos, Bootmaker Gloucester Pet April 23 Ord April 23

SHORT, ALBERT EDWARD, Normanton, Yorks, Hairdresser Wakefield Pet April 23 Ord April 23

SLINGER, ELIJAH, St Bees, Cumberland, Master Quarryman Whitehaven Pet April 20 Ord April 24

SMITH, GEORGE, Birkdale, Lancs, Contractor Liverpool Pet April 23 Ord April 23

SNOAD, GEORGE WILLIAM, Boughton Aluph, Kent, Licensed Victualler Canterbury Pet April 21 Ord April 21

SUCKLING, WILLIAM, and WALTER LORD, Birmingham, Bakers Birmingham Pet April 12 Ord April 23

THOMPSON, HENRY, St Mary Church, Devons, General Outfitter Exeter Pet April 24 Ord April 24

TITCUMB, WILLIAM MARGETTS, Birmingham, Wholesale Fruiterer Birmingham Pet April 9 Ord April 23

TOMKINSON, WILLIAM, Birmingham Birmingham Pet April 18 Ord April 23

TRENEER, RICHARD, Truro, Innkeeper Truro Pet April 24 Ord April 24

TRIMMER, ALFRED, Wells, Somerset, Grocer Wells Pet April 25 Ord April 25

WALKER, RICHARD, Derby, Draper Derby Pet Mar 20 Ord April 25

WEBB, GEORGE, Birmingham, Baker Birmingham Pet April 12 Ord April 23

WOTTON, HENRY HAMPDEN, Shoreham, Sussex, Commission Agent Brighton Pet April 18 Ord April 23

YEATES, GEORGE HARDWICK, Clevedon Somerset, Butcher Bristol Pet April 24 Ord April 25

London Gazette.—TUESDAY, May 1.

RECEIVING ORDERS.

ALLEN, ROBERT, Tunbridge Wells, Cabdriver Tunbridge Wells Pet April 25 Ord April 25

BARRAND, JOSEPH, Barrow in Furness, Draper Barrow in Furness Pet April 28 Ord April 28

BENNETT, EDWARD JOSEPH, Leeds, Mechanic Leeds Pet April 26 Ord April 26

BEX, GEORGE, and OLIVER GRAHAM BEX, Stechford, Worcester, Builders Birmingham Pet April 28 Ord April 28

BRADLEY, DAVID THOMAS, Selby, Yorks, Publican York Pet April 27 Ord April 27

BROOMHEAD, CHARLES, Esher, Surrey, Saddler Kingston, Surrey Pet April 12 Ord April 26

CAPENHURST, JOHN, Leicester, Heel Builder Leicester Pet April 28 Ord April 28

CARR, JEREMIAH, Bradford, Shopfitter Bradford Pet April 2 Ord April 26

CROSSLEY, JOHN, Gorton, Lancs, Farmer Manchester Pet April 27 Ord April 27

CUDD, H, Ilford, Essex, Builder Chelmsford Pet April 6 Ord April 25

CURITZ, LEWIS, Pontypridd, General Dealer Pontypridd Pet April 27 Ord April 27

DICKENSON, ALFRED, and JOHN BERRILL, Wellingborough, Boot Upper Manufacturers Northampton Pet April 27 Ord April 27

DINSDALE, OWEN, Eccleshill Moor Side, Yorks, Carting Agent Bradford Pet April 25 Ord April 25

ELLIS, ARTHUR, Sheffield, Estate Agent Sheffield Pet April 26 Ord April 26

ELWOOD, A, Harp lane High Court Pet March 30 Ord April 27

FIELD, ARTHUR, Birmingham, Sign Writer Birmingham Pet April 26 Ord April 26

GREW, ETHELBERT HOWARD, Barry, Glam, Agent Cardiff Pet April 24 Ord April 24

GROOM, LEONARD Llanmadoc Gower, Glam Swansea Pet April 27 Ord April 27

HAYTON, RICHARD STOCKDALE, Bridlington Quay, Yorks, Grocer Scarborough Pet April 18 Ord April 27

HILTON JOHN, Leigh, Lancs, Farmer Bolton Pet April 26 Ord April 26

HYAM, WILLIAM, Shepherd's Bush, Licensed Victualler High Court Pet April 12 Ord April 27

LEAKER, HENRY W, Swansea, Dairyman Swansea Pet April 12 Ord April 27

LEDGARD, ROBERT, and SAMUEL BUCKNALL, York, Fish Dealers York Pet April 25 Ord April 25

MARCUS, REUBEN, Westbourne grove Ladies' Tailor High Court Pet April 25 Ord April 25

MARTIN, SIMEON, Walsall Wood, Staffs, Grocer Walsall Pet April 25 Ord April 25

MITCHELL, JOHN, Thornbury, Bradford Bradford Pet April 25 Ord April 25

MOODY, HARRY, Luton, Bedford, Straw Hat Manufacturer Luton Pet April 27 Ord April 27

OAKLEY, ENOCH, Bolton, Fruiterer Bolton Pet April 27 Ord April 27

PICKARD, WILLIAM HENRY, Beeston Hill, Leeds, Commission Agent Leeds Pet April 27 Ord April 27

POPE, JOSEPH, Cinderford, Glos, Outfitter Gloucester Pet April 28 Ord April 28

SEAMAN, THOMAS JOSEPH, Finsbury pavement, Brewer's Accountant High Court Pet Feb 3 Ord April 26

SENIOR, WILLIAM EDWARD Hanging Heaton, York, Butcher Dewsbury Pet April 27 Ord April 27

SMITH, JOHN KING, Swindon, Wilts, Butcher Swindon Pet April 27 Ord April 27

TOOMER, J FLETCHER, Gresham st, Railway Contractor High Court Pet Jan 26 Ord April 26

TYRRELL, HERBERT, Bath Bath Pet April 2 Ord April 27

VALE, LEONARD, New Cross, Butcher High Court Pet April 26 Ord April 26

VOSS, ALBERT, Edgware rd High Court Pet March 29 Ord April 26

WHITE, JAMES LACEY, Tuxford, Notts, Builder Lincoln Pet April 18 Ord April 27

FIRST MEETINGS.

ALLEN, JOHN, Poole, Boatbuilder May 8 at 12.30 Off Rec, Endless st, Salisbury

BALL, CHARLES EDWARD, Hammersmith, Contractor May 10 at 2.30 Bankruptcy bldgs, Carey st

BLAKER, HUGH OSWALD, Teddington, Artist May 8 at 11.30 24, Railway app, London Bridge

BRADBROOK, ROBERT HENRY, Penge, China Dealer May 9 at 12 30 24, Railway app, London Bridge
BRADY, THOMAS, Wickham Market, Suffolk, Farmer May 8 at 12 Off Rec, 36, Princes st, Ipswich
BROWN, EDWARD JOHN, Liverpool, Baker May 9 at 12 Off Rec, 35, Victoria st, Liverpool
CARR, DAVID SHARP, Draycott, Somerset, Farmer May 9 at 12 Off Rec, Baldwin st, Bristol
CHILDS, GEORGE, Pangbourne, Painter May 10 at 12 Queen's Hotel, Reading
CLEGG, GEORGE, Dewsbury, York, Blacksmith May 10 at 12 Off Rec, Bank chmbrs, Batley
COATES, FREDERICK RICHARD, Bristol, Builder May 9 at 11.30 Off Rec, Baldwin st, Bristol
CUMING, WALTER, Maidenhead, Coachbuilder May 9 at 3 Room 53, Bankruptcy bldgs, Carey st
ENGLISH, RICHARD, Bishop Auckland, Draper's Assistant May 8 at 3 Off Rec, 25, John st, Sunderland
FLECKENSTEIN, WALTER, King st, Cheapside, Manufacturer's Agent May 10 at 11 Bankruptcy bldgs, Carey st
FORD, EDMUND DEACE, Long Stratton, Norfolk May 8 at 12.30 Off Rec, 36, Princes st, Ipswich
GILL, THOMAS HENRY, Halifax, Butcher May 9 at 12.30 Off Rec, Townhall chmbrs, Halifax
GREEN, ELI, Halifax, Drysalter May 9 at 3 Off Rec, Townhall chmbrs, Halifax
HILTON, JOHN, Leigh, Lancs, Farmer May 10 at 3 16, Wood st, Bolton
HUNT ARTHUR GEORGE, Birmingham, Wine Merchant May 9 at 11 174, Corporation st, Birmingham
JENKINS, JOHN, Blaina, Mon, Grocer May 8 at 12 135, High street Merthyr Tydfil
LAND, REBECCA, ARTHUR SHAW, and JOSEPH HEBDEN, Leeds, Engineers May 10 at 11 Off Rec, Bank chmbrs, Batley
LEDGARD, ROBERT, and SAMUEL BUCKNALL, York, Fish Dealers May 11 at 11.30 Off Rec, 28, Stonegate, York
LEESON, WILLIAM, Sutton in Ashfield, Notts, Baker May 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
LESLIE, WILLIAM FORBES, Kensington May 8 at 11 Bankruptcy bldgs, Carey st
LONSDALE, JAMES HENRY, Chadderton, Lancs, Painter May 8 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
NORMAN, JOHN WILLIAM, Poole, Carman May 8 at 1 Off Rec, Endless st, Salisbury
OAKLEY, ENOCH, Bolton, Fruiterer May 11 at 3 16, Wood st, Bolton
PALIN, SAMUEL, Sandbach, Cheshire, Blacksmith May 8 at 11 Off Rec, 23 King Edward st, Macclesfield
PARRY, EDWARD, Portmadoc, Innkeeper May 12 at 11 20 Sportsman Hotel, Portmadoc
PAYNE, EDWIN MARSHALL, Birmingham, Farmer May 9 at 1.45 Spencer Thursfield, Solicitor, 12, Oxford st, Kidderminster
REAY, JOHN, and WILLIAM REAY, Etterby, nr Carlisle, Coal Agents May 15 at 3 Off Rec, 34, Fisher st, Carlisle
RICHARDSON, DAVID MORRIS, Pimlico, Oil Merchant May 10 at 12 Bankruptcy bldgs, Carey st
RUDGE, ARTHUR ERNEST, Sharpness, Glos, Bootmaker May 8 at 3 Off Rec, Station road, Gloucester
SANDFORD, FRANCIS CAPTAIN, Arundel st, Strand May 10 at 11 Bankruptcy bldgs, Carey st
SCOVELL, RICHARD, Fordingbridge, Hants, Bootmaker May 9 at 12.30 Off Rec, Endless st, Salisbury
SENIOR, WILLIAM EDWARD, Hanging Heaton, York, Butcher May 10 at 3 Off Rec, Bank chmbrs, Batley
SMITH, W D, Kingston on Thames, Corn Dealer May 9 at 11.30 24, Railway app, London Bridge
SNOAD, GEORGE WILLIAM, Boughton Aluph, Kent, Licensed Victualler May 10 at 9 Off Rec, 68, Castle st, Canterbury
SPEARING, ANDREW, Patricroft, Lancs, Physician May 9 at 3.30 Off Rec, Byrom st, Manchester
SUCKLING, WILLIAM, and WALTER LORD, Birmingham, Bakers May 9 at 12 174, Corporation st, Birmingham
SWIFT, WILLIAM, Rochdale, Auctioneer May 11 at 11.15 Townhall, Rochdale
TITCUMB, WILLIAM MARGETTS, Birmingham, Wholesale Fruiterer May 10 at 12 174, Corporation st, Birmingham
TRIMMER, ALFRED, Wells, Somerset, Grocer May 9 at 1 Off Rec, Baldwin st, Bristol
WALKER, SAMUEL, Coalville East, Leicstrs, Platelayer May 16 at 11.30 Midland Hotel, Station st, Burton on Trent
WATKINS, ERNEST GEORGE, Kennington, Publican May 9 at 12 Bankruptcy bldgs Carey st
WEBB, GEORGE, Birmingham, Baker May 10 at 11 174, Corporation st, Birmingham
WELLS, W A, Red Lion st, Holborn, Builder May 11 at 11 Bankruptcy bldgs, Carey st
YEATES, GEORGE HARDWICK, Clevedon, Somersets, Butcher May 9 at 12 45 Off Rec, Baldwin st, Bristol

ADJUDICATIONS.

ALLEN, ROBERT, Tunbridge Wells, Cabdriver Tunbridge Wells Pet April 25 Ord April 25
ATHYA, EDWIN, Blackheath High Court Pet April 24 Ord April 26
BARRAND JOSEPH, Barrow in Furness, Draper Barrow in Furness Pet April 24 Ord April 28
BENNETT, EDWARD JOSEPH, Leeds, Mechanic Leeds Pet April 23 Ord April 26
BRADLEY, DAVID THOMAS, Selby, York, Publican York Pet April 27 Ord April 27
BROWN, EDWARD FRANCIS LAMBERT, Windsor ct, Monkwell st, Manufacturers High Court Pet March 13 Ord April 28
BROWN, EDWARD JOHN, Liverpool, Baker Liverpool Pet March 30 Ord April 24
CAPENHURST, JOHN, Leicester, Heel Builder Leicester Pet April 23 Ord April 28
COATES, FREDERICK RICHARD, Bristol, Builder Bristol Pet April 20 Ord April 27
COCKERELL, ALFRED, Southsea, Grocer Portsmouth Pet April 18 Ord April 26
CROSSLEY, JOHN, Gorton, Farmer Manchester Pet April 27 Ord April 27
CURTIZ, LEWIS, Pontypridd, General Dealer Pontypridd Pet April 27 Ord April 27
DICKENSON, ALFRED, and JOHN BEARHILL, Wellingborough, Boot Upper Manufacturers Northampton Pet April 27 Ord April 27
DINSDALE, OWEN, Ecclesbill Moor Side, Yorks, Carting Agent Bradford Pet April 25 Ord April 25
ELLIS, ARTHUR, Sheffield, Estate Agent Sheffield Pet April 26 Ord April 26
FLECKENSTEIN, WALTER, King st, Cheapside, Manufacturer's Agent High Court Pet April 23 Ord April 28
GREW, ETHELBERT HOWARD, Barry, Glam, Agent Cardiff Pet April 24 Ord April 26
HILTON, JOHN, Leigh, Lancs, Farmer Bolton Pet April 26 Ord April 26
KENNEDY, FRANK, Notting Hill High Court Pet March 23 Ord April 26
LEDGARD, ROBERT, and SAMUEL BUCKNALL, York, Fish Dealers York Pet April 25 Ord April 25
MAISEY, WILLIAM, Swindon, Hacing Toat Swindon Pet April 6 Ord April 28
MARCUS, REUBEN, Westbourne grove, Ladies' Tailor High Court Pet April 26 Ord April 26
MARTIN, SIMEON, Walsall Wood, Staffs, Grocer Walsall Pet April 25 Ord April 25
MITCHELL, JOHN, Thornbury, Bradford Bradford Pet April 25 Ord April 25
MOODY, HARRY, Luton, Straw Hat Manufacturer Luton Pet April 27 Ord April 27
OAKLEY, ENOCH, Bolton, Fruiterer Bolton Pet April 27 Ord April 27
PICKARD, WILLIAM HENRY, Leeds, Commission Agent Leeds Pet April 27 Ord April 27
POPE, JOSEPH, Cinderford, Glos, Outfitter Gloucester Pet April 23 Ord April 28
SENIOR, WILLIAM EDWARD, Hanging Heaton, York, Butcher Dewsbury Pet April 27 Ord April 27
SMITH, JOHN KING, Swindon, Butcher Swindon Pet April 27 Ord April 27
SOMERVILLE, WILLIAM, Corsham, Wilts, Political Agent Bath Pet April 18 Ord April 27
SPEARING, ANDREW, Patricroft, Lancs, Physician Salford Pet April 24 Ord April 24
TROOD, THOMAS MANNING, Old Kent rd High Court Pet March 14 Ord April 25
VALE, LEONARD, New Cross, Butcher High Court Pet April 26 Ord April 26
WATKINS, ERNEST GEORGE, Kennington, Publican High Court Pet March 27 Ord April 26
WHITE, JAMES LACEY, Tuxford, Notts, Builder Lincoln Pet April 18 Ord April 27
WOOD, WILLIAM, New Southgate, Corn Merchant High Court Pet March 12 Ord April 28
WOODALL, WILLIAM ARTHUR, West Didsbury, Lancs, Boot Dealer Manchester Pet April 28 Ord April 27

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Law Society's Hall, Chancery-lane. June, 1898.

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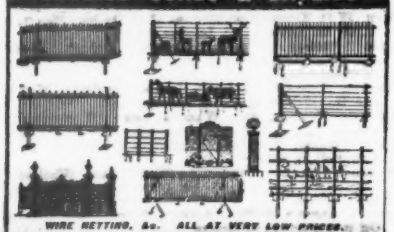
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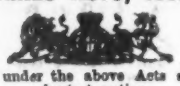
BY  AUTHORITY.
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